



March 10, 2015

Dear Valued Customers and Industry Partners:

The General Services Administration (GSA) is pleased to present the fiscal year (FY) 2016 solicitation for airline passenger transportation services, known as the City Pair Program.

GSA relies on a high level of carrier participation (and resulting competition) to ensure that GSA can continue to make the best value airfares available to our customers. GSA continues to work with customers and industry to identify areas of enhancements to the program to further improve carrier interest and participation. GSA has included enhancements in the FY16 solicitation, as identified in the Executive Summary of Significant Changes.

Sincerely,

*The City Pair Team*

## Cover Page (CP)

**CP-FSS-1-A (APR 1993)**

Solicitation No: QMACB-KB-150001-N

REQUIREMENTS CONTRACT FOR AIR PASSENGER TRANSPORTATION SERVICES

PSC CODE: V221

NAICS: 481111

PERIOD: October 1, 2015 or Date of Award (whichever is later) through September 30, 2016, plus three, one-month options

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

(End of clause)

### **CP-GSAR 552.219-71 Notice to Offerors of Subcontracting Plan Requirements.**

Notice to Offerors of Subcontracting Plan Requirements (MAR 2012)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

(End of provision)

### **CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)**

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

- Definitions have been updated. See [§B.2](#) “Jet (or Full Jet),” “Regional Jets,” “YCA Fare,” “\_CA Fare,” and “\_CB Fare.”
- Pricing Schedule for Group 1 and Group 2 Markets. See [§B.4\(3\)](#), paragraph four(4), sentence three (3).
- Technical Requirements – Domestic Routes (Markets) has been updated. See [§C.3.B\(2\)\(a\)](#) and [§C.3.B\(4\)\(c\)](#).
- Dissemination of Contract Fares. See [§C.8](#), paragraph three (3).
- City Pairs Activity Reporting. See [§F.7\(c\) and \(f\)](#).
- Audit of Vendor Performance. See [§G.3\(B\)](#), bullet two(2).
- Clauses Incorporated by Full Text has been updated. See [§I.2](#) (52.212-4, 552.212-71, and 52.212-5)
- Attachment 1 – Proposal Checklist has been updated. See [§J.1](#) First (1<sup>st</sup> Checked Baggage Fee Waiver).

- Attachment 4 – Group 1 and Extended Markets has been updated See [§J.4](#).
- Attachment 5 – Group 2 Markets has been updated. See [§J.5](#).
- Solicitation Provisions Incorporated by Full Text has been updated. See [§K.10](#) (52.212-3), [§L.4](#) (52.212-1), and [§M.1](#) (52.212-2(a)(2)).
- Method of Evaluation/Award for Group 1 has been updated. See [§M.3](#), Factor 2, Subfactor 4.
- Price Evaluation for Group 1 and 2 has been updated. See [§M.5](#) (domestic markets composite fare), [§M.5\(5\)](#) Full Jet versus Propeller/Turboprop/Regional Jet value, [§M.5\(6\)](#), [Baggage Fee Consideration](#), and [§M.6](#) (domestic markets composite fare).

(End of clause)

### **CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)**

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION  
ATTN: CITY PAIR TEAM  
FAS, QMACB  
1800 F STREET, NW  
3<sup>RD</sup> FLOOR, HUB 3400  
WASHINGTON, DC 20405

**or**

Phone: 703-605-2987 or Email: [kwanita.brown@gsa.gov](mailto:kwanita.brown@gsa.gov) and [onthego@gsa.gov](mailto:onthego@gsa.gov)

**IMPORTANT:** DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

(End of clause)

### **CP-FSS-4-A SOLICITATION COPIES (MAR 1996)**

(a) To reduce Government costs, only one copy of this solicitation, attachments, amendments, and comments will be posted on the Internet at: <http://www.fbo.gov>. Offerors may download the solicitation and make hard copies of necessary items for submission (see [Attachment 1 – Proposal Checklist](#) and [Section K – Representations, Certifications, and Other Statements of Offerors](#)). For their own records, offerors are responsible for downloading and making complete copies of the solicitation, the terms of which are incorporated in the contract.

(b) Offerors are strongly urged to use two-sided copying of offers for submission to GSA.

~~\* — EXCEPTION: Oversized blueprints, drawings, or similar documents which are incorporated by reference in and attached (folded) to the solicitation are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.~~

(End of clause)

**CP-FSS-30 (APR 1993)**

PLEASE REMOVE THIS COVER PAGE(S) BEFORE SUBMITTING OFFER TO GSA.

(End of clause)

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ALL ATTACHMENTS ARE LOCATED IN SECTION J UNLESS STATED OTHERWISE

NOTE: As a minimum, any contract awarded as a result of this solicitation shall consist of the following documents:

- Section A, B, C, F, G, H, I, and J including all attachments as described in Section J at the time of award.
- Section K, as completed by Awardee, is incorporated into any resultant contract by reference.
- Section L and Section M are included for solicitation purposes only. These sections will be removed, filed in the contract file, and will not be made part of the contract.
- Amendments are incorporated into the resultant contract.
- Subcontracting plan (if required) becomes an attachment to the contract.

## PART I – THE SCHEDULE

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER				PAGE 1 OF				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER <b>QMACB-KB-150001-N</b>	6. SOLICITATION ISSUE DATE <b>03/10/2015</b>		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Kwanita A. Brown</b>			b. TELEPHONE NUMBER (No collect calls) <b>703-605-2987</b>		8. OFFER DUE DATE/ LOCAL TIME <b>Group 1: 04/09/15, 4:30 PM EST</b> <b>Group 2: 04/30/15, 4:30 PM EST</b>	
9. ISSUED BY <b>General Services Administration Travel Acquisition Support Division 1800 F Street, NW 3<sup>rd</sup> Floor, Hub 3400 Washington, DC 20405</b>				CODE <b>QMACB</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % F			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED 481111 WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8 (A) STANDARD: 1.500	NAICS: _____ SIZE		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO		CODE		16. ADMINISTERED BY <b>SEE BLOCK 9</b>			CODE	
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ARE ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED	

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 Description of Services

1. The contract carrier shall furnish the services specified herein in accordance with the same services the carrier provides commercially to the general public in scheduled service, subject to the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company, and/or contained in the contract carrier's contract of carriage (a copy of which shall be provided to the Government upon request). The terms and conditions included in this solicitation apply to all services provided. In any event of inconsistency between the provisions of this solicitation/contract and the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company and/or contained in the contract carrier's contract of carriage, the provisions of this solicitation/contract will take precedence.
2. For domestic and international markets, the contract carrier shall make available all service on its own metal, not merely the service submitted for offer evaluation purposes. For example, if the minimum requirement is connect service, and the carrier offers both connect and nonstop service commercially, both connect and nonstop service shall be made available to the Government CPP passenger, not just the connect service.
  - For domestic markets, the contract carrier shall make available all service on the offered code share partner(s).
  - For international markets, the contract carrier shall make available all service on the offered code share partner(s) proposed on a market-by-market basis. If a code share partner is offered but no specific market is identified, the offeror shall make available all service on the offered code share partner in all awarded markets where the code share exists.
  - Reservations on both contract carrier and code share carrier flights shall be made on the same basis as for commercial travelers and shall not discriminate in favor of commercial travelers.

### B.2 Definitions

Throughout this solicitation, the following terms shall have the meanings as set forth below:

**Airport Code** - The three-letter **International Air Transport Association (IATA)** code that identifies the specific points of origin and destination airports for each line item. Compare [City Code](#).

**Airport Pair** - The origin and destination points of a flight. An airport pair has a domestic airport point of origin and a domestic airport point of destination. Compare [City Pair](#).

**Auto-cancellation** – The cancellation of an un-ticketed City Pair Program reservation (i.e., YCA, \_CA, and \_CB fares) 48 hours prior to departure time and date applies only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt and may require ticketing six hours before departure at the carrier's discretion. There are no fees or penalties associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.



**Average Elapsed Flight Time** - Average elapsed flight time is based on the scheduled (published) flight time expressed in minutes and calculated as follows: The minimum number of required flights shall be used. The average of the shortest flights meeting the minimum shall be the basis of the calculation. For example, in a market requiring four flights in each direction, total flight time from origin to destination/destination to origin of the four shortest flights in each direction will be averaged. If a carrier meets the minimum with fewer flights, e.g., two nonstop flights in a four flight minimum connecting market, the average of the two shortest outbound nonstop flights plus the two shortest inbound flights will be used to calculate the average elapsed flight time.

**Capacity-Controlled Fare (\_CA)** – A fare that does not have ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods, flight-specific service (i.e., where awarded, the \_CA fare must apply to all flights in a market), penalty, or change or cancellation fees. A Capacity-Controlled Fare is only restricted by the availability of seats and may be subject to a 48-hour auto cancellation policy (See [Auto-cancellation](#)). Compare [Unrestricted Coach Fare \(YCA\)](#).

**Centrally Billed Account** - A Government travel account, established by a travel charge card services contractor under contract with GSA, at the request of a participating agency/organization. These may be card/cardless accounts.

**Churning** – The excessive changing, rebooking and canceling of the same itinerary in the same Passenger Name Record (PNR) in order to hold the reservation.

**Circuity** - Circuity is the ratio of the actual flight mileage to the great circle (direct) mileage, typically expressed as a percentage. [Maximum Circuity](#).

**City Code** - The three-letter **International Air Transport Association (IATA)** code that identifies the cities of origin and destination associated with each line item. International line items (markets) are solicited on the basis of city codes, unless noted otherwise. Compare [Airport Code](#).

**City Pair** - The city origin and destination points of a flight. A city pair has a city point of origin and a city point of destination. Compare [Airport Pair](#).

**Civil Reserve Air Fleet (CRAF) Program** - A program managed by the Air Mobility Command (AMC) that provides for airlift services in the national and international CRAF segments for the Department of Defense (DOD). For purposes of this definition, segments are defined as three different areas of flying conditions; international/long range-short range, national, and aeromedical. It is designed to augment military airlift capabilities with commercial aircraft during airlift emergencies, national emergencies or activation of CRAF.

**Code Share** – The practice of two or more airlines each placing its two-character designator code on the same flight when listing that flight for booking purposes.

**Commuter Aircraft** – Aircraft that seat fewer than 50 passengers.

**Connecting Service** – Service between origin and destination points with only one stop and that stop involves changing planes. **The exception is for service to specific destinations listed in [Attachment 4](#) where up to two stops that may involve a change of planes will be allowed.** Compare [Nonstop Service](#) and [Direct Service](#).

**Contract Business Fare (\_CB)** – Contract fare offered by carriers in some domestic and international markets for business class service. \_CB fares may be subject to a 48-hour auto cancellation policy (See [Auto-cancellation](#)).

**Contract Fare** – The Federal Government awarded airfares as it pertains to the City Pair Program Contract. Contract fares include Unrestricted (YCA), Capacity Controlled (\_CA) and Contract Business (\_CB) fares.

**Daily Flights** – For this solicitation, “daily” means, at a minimum, service from Monday through Friday.

**Debit Memo(s)** – An accounting tool used by all airlines to collect amounts or make adjustments to agent transactions with respect to the issuance and/or use of traffic documents issued by or at the request of a travel agency. **No debit memo(s) shall be issued for churning YCA, \_CA, or \_CB fare type bookings. Other booking/ticketing violations such as inappropriate Form(s) Of Payment (FOP) will remain intact. The contract carrier shall not issue debit memos to Commercial Travel Offices (CTOs) or Travel Management Centers (TMCs) for churning contract fares.** Compare [Churning](#).

**Direct Service** - Service between origin and destination points with only one stop and that stop does not include a change of plane. **The exception is for service to specific destinations listed in [Attachment 4](#) where one connect point involving a change of planes and one stop not involving a change of planes, or two stops not involving a change of planes will be allowed.** Compare [Nonstop Service](#) and [Connecting Service](#).

**Domestic Route** – A market within the fifty states, the District of Columbia, US Territories, and Possessions. Guam (GUM) is not considered Domestic for the purposes of this contract.

**Double Connect** -- Service between origin and destination points with two stops and those stops involve changing planes.

**Fuel Surcharge** – A fee for increased fuel costs that carriers have been authorized to impose on awarded fares based on commercial practice and other requirements specified under [§C.10 Taxes, Fees, and Fuel Surcharges](#).

**Full Published Y Fare** – (Also known as the Y, Full Y, **Standard Full Y fare**). This fare is the highest published Y fare in a market. Published in the tariff guides, this fare is used to establish prorate shares for interline price computations and handling of rerouted distressed passengers. This fare shall **not** be used as the market fare from which discounts are offered for the YCA/\_CA fares.

**Government Transportation Request (GTR)** – Optional Form 1169, the Government document used to buy transportation services. GTRs are issued and used only for officially authorized passenger transportation for the account of the United States. GTRs may be used to pay for international air travel. For domestic air travel, GTRs may be used under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the USA in conjunction with travel that originated overseas.

**Great Circle Mileage** - The actual one-way mileage between two given points taking into account the curvature of the Earth. [Maximum Circuity](#).

**Group** (See [Group Travel Section](#)) – 10 or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

**Inbound** – Service from the designated point of destination to the designated point of origin, i.e., from the airport/city listed second to the airport/city listed first. See [Outbound](#).

**International Route** – A market between a domestic city point of origin and a foreign city point of destination. These routes will not be airport specific. For the purpose of this contract, Guam (GUM) is considered international.

**Jet (or Full Jet)** - A jet driven aircraft, not including [propeller planes](#), [turboprops](#), or [Regional Jets](#).

**Last Seat (Inventory) Availability** – Last seat (inventory) availability means as long as there is coach class inventory available to sell on the plane, the Government traveler can purchase it. No reference to a specific **Seat Assignment (Choice)** is implied. See [Seat Assignment \(Choice\)](#).

**Leg/Segment** – One of two (three) portions of a connecting or direct (double connect) flight. Each leg/segment is flown on the same carrier or its code share partner.

**Market** – An airport or city pair, which when solicited is identified by a line item number.

**Market Fare** – (also known as the **Full Economy Fare, Lowest Published Y Fare, Lowest Unrestricted Coach Fare, Lowest Logical Unrestricted Economy Fare, the Walk-Up Fare** or the **Selling Y Fare**). This fare is the lowest logical fully refundable air fare with no restrictions or capacity controls. The market fare shall be used as the fare from which discounts are offered for the YCA/\_CA fares. The codes for the market fare may vary by carrier and can be identified, for example, as Y2, Y26, YBV and/or B.

**Minimum Service Standard** – The Minimum Service Standard identifies the minimum level of service required, including -

- Nonstop or connecting service
- No more than one connect point (if applicable). Up to two connect points (or one connect and one direct flight) are allowed to specific destinations listed in [Attachment 4](#).
- Applicable connect time limitations
- Circuitry limitations
- Timeband limitations

**Nonstop Service** – Service between origin and destination points without any stops. Compare [Connecting Service](#) and [Direct Service](#).

**Outbound** – Service from the designated point of origin to the designated point of destination, i.e., from the airport/city listed first to the airport/city listed second. Compare [Inbound](#).

**Passenger Level Code** – Identifies the Government's estimated number of passengers per year.

**Prepaid Ticket Advice**<sup>1</sup> – (Also known as a prepaid ticket) is a ticket that is purchased in one location for a traveler to pick up at another location.

**Propeller Plane** – An airplane that is driven by a propeller.

**Regional Jet** – An airplane with a total capacity of fewer than 60 seats.

**Route Restricted** – A contract carrier that limits the flights traveled on a particular market.

**Seat Assignment (Choice)** – When a specific seat assignment (choice) is offered by the contract carrier to the Government traveler. This may be done via the booking system, at airport check-in or at the gate.

**Segment/Leg** - See [Leg/Segment](#).

**Specific Destinations** – City pairs listed in [Attachment 4](#) where up to two connecting points (or one connecting point and one direct flight) and up to a total of 300 minutes (origin/destination) connection time will be permitted. Specific destinations are identified by line item numbers in the 3000 range (domestic) or 3400 range (international).

**Ticket** – The paper or paperless (i.e., electronic) instrument identifying the transportation to which the traveler is entitled.

**Timeband** – The time period in which the flight is scheduled to depart. Timebands are 6:00 AM - 9:30 AM (timeband 1), 9:31 AM - 2:59 PM (timeband 2), 3:00 PM - 7:00 PM (timeband 3), 7:01 PM - 10:59 PM (timeband 4), and 11:00 PM - 5:59 AM (timeband 5).

**Trade Criteria** – In connect markets, each nonstop flight counts as two flights for purposes of meeting the minimum number of required flights.

**Travel Card** – A GSA contractor-issued travel charge card to be used by travelers to pay for passenger transportation services, subsistence expenses, and other travel and transportation related expenses incurred in connection with official travel away from the official duty station.

**Travel Management Centers/Commercial Travel Offices** – Travel Management Centers (TMCs)/Commercial Travel Offices (CTOs) are travel agencies under contract to the Government.

**Turboprop** – A propeller driven aircraft that uses a jet turbine engine to turn the propellers rather than a piston engine.

**Unrestricted Coach Fare** - (Also known as the Full Economy Fare, Lowest Published Unrestricted Coach Fare, **Lowest Published Y Fare**, **Lowest Unrestricted Coach Fare**, **Lowest Logical Unrestricted Economy Fare**, the **Walk-Up Fare**, or the **Selling Y Fare**). This is the lowest full “Y” fare at which every coach seat is available for sale and may be purchased for one way travel. An unrestricted coach fare is fully

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<sup>1</sup> For further information on how to process Prepaid Ticket Advices, please see pages 46-47 in the U.S. Government Passenger Transportation Handbook: [http://www.gsa.gov/graphics/fas/passengertransphandbook\\_R2GXCI\\_0Z5RDZ-i34K-pR.pdf](http://www.gsa.gov/graphics/fas/passengertransphandbook_R2GXCI_0Z5RDZ-i34K-pR.pdf)

refundable and not subject to capacity controls, ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods or penalty. For purposes of this definition, an administrative fee for re-booking, re-ticketing or cancellation is not considered a penalty. This fare is also referred to as "Market Fare" in this contract.

**Valid Connect Point** – Actual point at which passengers change planes between origin and destination airports and which meets the time frames and maximum circuitry limits as applicable.

**Valid Exception** – One of the [exceptions to the mandatory use requirement](#) is applicable. [See §C.2.C.](#)

**YCA Fare** – The code used to designate unrestricted coach class contract fares for Government contract carriers. “CA” means “contract award.” No administrative fee/penalty shall apply for rebooking, re-ticketing or cancellation. Domestic and international YCA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date (See [Auto-cancellation](#)). See [Unrestricted Coach Fare \(YCA\)](#).

**\_CA Fare** – A three-letter code used to identify capacity-controlled coach class contract fares for Government contract carriers. Such codes shall include the letters “\_CA” as the last two characters. No administrative fee/penalty shall apply for rebooking, re-ticketing or cancellation. Domestic and international \_CA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date (See [Auto-cancellation](#)). See [Capacity Controlled Fare \( \\_CA\)](#).

**\_CB Fare** – A three-letter code used to identify capacity-controlled Government contract business class fares. No administrative fee/penalty shall apply for rebooking, re-ticketing or cancellation. Domestic and international \_CB fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date (See [Auto-cancellation](#)). See [Contract Business Fare \( \\_CB\)](#).

### B.3 MARKET REQUIREMENTS

#### PASSENGER VOLUME

Passenger level codes - the codes listed below indicate the Government’s estimated number of passengers:

PAX LEVEL*	FY16 YEARLY	FY16 MONTHLY
A	20,000 and above	1,667 and above
B	15,000 – 19,999	1,250 – 1,666
C	10,000 – 14,999	833 – 1,249
D	5,000 – 9,999	417 – 832
E	1,000 – 4,999	83 – 416

F	130 - 999**	11 – 82**
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\*Passenger count (PAX) levels are subject to change on a yearly basis based on data analysis of audited data and new requirements.

\*\* Some domestic and international markets may have a lower threshold if the city pair route is to/from airports listed in §[M.5\(1\)\(c\)](#) and/or to/from main international cities, or of special interest to the Government.

Estimated passenger count data is derived from the following sources: the Department of Defense (DOD) and federal agencies, as well as the travel card services and other contractors under contract with GSA. These counts are estimates only and are not guaranteed under this contract.

NOTE: Passenger count figures contained in [Attachment 4 \(Group 1\)](#) and [Attachment 5 \(Group 2\)](#) should not be considered as anything other than estimates.

Data Source		
Department of Defense	<ul style="list-style-type: none"> <li>- Provides figures for the largest single Government travel customer</li> <li>- GTRs are included</li> </ul>	<ul style="list-style-type: none"> <li>- Civilian agencies are not included</li> <li>- New markets (particularly) are estimates only</li> </ul>
Travel card services contractors (GSA SmartPay) and/or the Airline Reporting Corporation (ARC)	<ul style="list-style-type: none"> <li>- Most complete source</li> <li>- All transactions that are paid with the card are included</li> </ul>	<ul style="list-style-type: none"> <li>- GTRs are not included</li> <li>- May include some non-City Pair fares (e.g., _DG, Cat Z, commercial fares, etc.)</li> <li>- Some data may be segmented</li> </ul>
Federal agencies	<ul style="list-style-type: none"> <li>- Provides figures for customer agencies</li> </ul>	<ul style="list-style-type: none"> <li>- Markets are estimates only</li> </ul>

To avoid duplication of estimates, GSA takes the highest estimate of the sources for each market (between the aggregated agency market data provided and the GSA SmartPay / ARC data). GSA is always interested in improving its data quality to better represent future requirements and bring efficiencies to the program. All contract carriers are encouraged to provide any data determined to better improve the requirements development process. This includes, but is not limited to, Federal and military passenger volume information by market, nonsensical markets, evolving trends, etc.

#### B.4 Pricing Schedule for Group 1 and Group 2 Markets

1. The Contractor shall propose a firm fixed price fare for scheduled air passenger transportation services as specified herein in accordance with the same services the Contractor provides commercially to the general public in scheduled service. Additionally, during the contract period and any exercised option periods, an economic price adjustment for a fuel surcharge may be assessed as part of a domestic or international contract fare at the time of ticketing under

conditions outlined in [§I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges – City Pair Program \(CPP\) \(JAN 2013\)](#).

2. The Contractor shall provide only one-way fares under this solicitation. The fare shall apply in either direction of travel for the market. Contract fares are not applicable to or from intermediate points in connecting service markets.
3. The basic offered price is an [unrestricted coach fare](#) (YCA fare designator) with [Last Seat Availability](#). In addition, a fare restricted only for capacity (\_CA fare designator) may also be offered in:
  - (a) Every Group 1<sup>2</sup> and 2<sup>3</sup> market;
  - (b) Any domestic markets served entirely (by all carriers serving the market) with commuter aircraft (commuter aircraft markets); and
  - (c) All international markets.

Except for commuter aircraft markets, a capacity-controlled (\_CA) fare may be offered only in conjunction with an YCA fare. In commuter aircraft markets, \_CA offers will only be considered when no fair and reasonable YCA fare is offered.

For Group 1 domestic markets (except for commuter aircraft markets), all awarded \_CA fares shall be placed above the bottom third of the carrier's commercial fare classification code structure to be identified in the offer. These fares shall be made available on all flights for the fare classification in which the \_CA fare is placed. If the fare class employed for the Government contract fare has seats available for sale, it shall be provided to Government travelers. **Advanced ticketing requirements shall not apply to \_CA fares except as permitted by paragraph C.3.A(6).** If the contract carrier closes the fare class employed for the Government contract fare, the Government understands that the \_CA fare may not be available for sale to Government travelers at the time of reservation. If the \_CA fare bucket changes during the term of the contract, it is anticipated that Government passengers both booked and/or ticketed at time of change will be protected in the new bucket.

The contract carrier shall notify the contracting officer of any changes in the commercial fare classification code structure that affect the awarded bucket/class no later than 5 business days after the change. The awarded bucket/class shall be revised as needed to ensure that the original proportional relationship of the awarded bucket/class to the other buckets/classes within the contract carrier's commercial fare classification code structure is maintained. The intent is that the Government shall receive \_CA fares at least 70% of the time in domestic markets and at least 60% of the time in international markets, and the Government reserves the right to audit accordingly.

By offering a \_CA fare and a YCA fare, the carrier agrees to submit the information required under the [City Pairs Activity Reporting](#) section.

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<sup>2</sup> Group 1 markets are CLINs that are awarded on a best overall value basis using a cost/technical tradeoff analysis.

<sup>3</sup> Group 2 markets are CLINs that are awarded to the technically acceptable, low priced offeror.

- (d) Last seat availability applies to the service on a carrier's own flights as well as all offered domestic code share partner(s). On international markets, last seat availability applies to the service on a carrier's own flights, as well as all offered code share partner(s) proposed on a market-by-market basis or proposed with no specific market identification.
- 4. All fares shall include the cost of meals and baggage handling services normally and customarily provided by scheduled carriers to the same class of commercial passengers.
- 5. Government Business Fares:
  - (a) Offers may include a Government business class fare in addition to the basic fare(s) offered. Business class fares shall be coded as “\_CB” (capacity-controlled contract business fares). Business class fares will only be awarded to the offeror awarded the YCA fare for a specific market.
  - (b) In those contracts that include business fares for Government travelers, carriers shall provide such fares when authorized by the using agency in accordance with the Federal Travel Regulation, Chapter 301 (Travel Allowances), the Joint Federal Travel Regulation, and the Foreign Affairs Manual.
  - (c) Airport codes shall be used in conjunction with the business class contract fare designator (\_CB) in domestic markets. City codes may be used in conjunction with international \_CB markets, unless otherwise noted.

**(END OF SECTION B)**



## SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK (SOW)

### C.1 BACKGROUND

Since July 1980, the General Services Administration (GSA) has contracted for air passenger transportation services for Government civilian and military employees traveling on official business. The use of GSA air passenger transportation services is governed by [41 CFR 301-10.106 through 301-10.143](#) and [41 CFR 301-73.200 through 301-73.202](#).

### C.2 SCOPE

This contract is to provide scheduled air passenger transportation service by United States certificated air carriers for various solicited domestic and international markets. To be considered for a contract award, carriers shall have received all necessary certifications prior to offer submission.

**A. Mandatory Users:** Except as otherwise provided in §C.2.B and §C.2.C below, mandatory users for coach class service are—

- (1) All uniformed personnel and civilian employees of the Department of Defense including military reservists traveling to and from inactive duty training when authorized by the Department of Defense.
- (2) Civilian employees of agencies of the U.S. Government as defined in 5 U.S.C. 5701, except as noted below; for purposes of this provision, an agency of the U.S. Government as defined in 5 U.S.C. 5701 means:
  - (a) An executive agency (executive department, Government corporation owned by the Government of the United States, or an independent establishment);
  - (b) A military department (Department of the Army, Department of the Navy, and Department of the Air Force);
  - (c) An office, agency, or other establishment in the legislative branch;
  - (d) But does not include—
    - (i) A Government controlled corporation (mixed-ownership Government corporation);
    - (ii) A member of Congress; or an office;
    - (iii) A committee of either House of Congress or of the two Houses; or
    - (iv) The Government of the District of Columbia.
- (3) Uniformed members of the U.S. Coast Guard, the Public Health Service and the National Oceanic and Atmospheric Administration.
- (4) Fact and expert witnesses traveling pursuant to a court order, a witness authorization agreement or other authorizing document issued by a court of competent jurisdiction or a Federal agency.

- (5) Any other person(s) authorized to travel DIRECTLY at Government expense (including dependents where authorized by law or regulation) **with the exception of contractors.**
- (6) Employees of the Legal Services Corporation (except grantees).
- (7) Employees of the Neighborhood Reinvestment Corporation.
- (8) Employees of the U.S. Air Force, U.S. Navy, U.S. Marine Corps, and the U.S. Army non-appropriated fund instrumentalities.
- (9) Attorneys, experts, and other persons traveling primarily in connection with carrying out responsibilities under 18 U.S.C. 3006A, (representation for any person financially unable to obtain adequate representation).
- (10) Federal employees of the Farm Credit System Insurance Corporation.
- (11) Federal employees of the Federal Deposit Insurance Corporation.

**Any traveler listed in paragraphs (1) through (11) above are considered mandatory users when traveling at the Government's expense with the exception of military reservists traveling to and from inactive training.**

- (12) Employees of the Farm Credit Administration when traveling on official Government business.
- (13) Employees of the Government of the Commonwealth of the Northern Mariana Islands on official travel.
- (14) Persons traveling on behalf of the American Red Cross National Sector for the purpose of overseas activities, or U.S. activities that support the organization's overseas operations (except contractors working for the American Red Cross).
- (15) Employees of a tribe or tribal organization when performing travel necessary to carry out a contract, grant, or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. § 450j(k), when such tribe or tribal organization has been added to the contract as a mandatory user by the contracting officer pursuant to this clause. Each eligible tribe or tribal organization will be added individually as a mandatory user by the contracting officer at the sole discretion of the Government and at no additional cost to the Government.

A list of tribes or tribal organizations that are mandatory users may be found at:  
<http://www.gsa.gov/portal/content/103885>

- (16) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. § 5201.
- (17) Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies for official travel, including:
  - (a) National Park Foundation

- (b) National Fish and Wildlife Foundation
- (c) National Forest Foundation
- (18) District of Columbia Courts.
- (19) Federal employees of the National Credit Union Administration when traveling on official Government business.
- (20) Employees of the Board of Governors of the Federal Reserve System when traveling on official Government business.
- (21) DOD recruits traveling from Military Entrance Processing Stations (MEPS).
- (22) Employees of a tribe or tribally designated housing entity when performing travel necessary to carry out any program, service or other activity under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. § 4111(j), when such tribe or tribally designated housing entity has been added to the contract as a mandatory user by the contracting officer pursuant to this clause.

Each eligible tribe or tribally designated housing entity will be added individually as a mandatory user by the contracting officer at the sole discretion of the Government and at no additional cost to the Government.

A list of tribes or tribally designated housing entities that are mandatory users may be found at: <http://www.gsa.gov/portal/content/103885>.

**B. Non-Mandatory Users:** Non-mandatory users may request contract service on an optional basis. Contract carriers may, but are not required to, furnish any requested service to non-mandatory users. Non-mandatory users are—

- (1) All members and employees of the U.S. Congress; employees of the Judicial Branch of the Government; employees of the U.S. Postal Service; U.S. Foreign Service Officers; and employees of any agencies who are not subject to the provisions of 5 U.S.C. 5701-5711.
- (2) Groups of 10 or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

**C. Exceptions to the mandatory use requirement.** Mandatory users are not required to use coach class contract fares when—

- (1) Space or a scheduled flight is not available in time to accomplish the purpose of the travel, or use of contract service would require the traveler to incur unnecessary overnight lodging costs that would increase the total cost of the trip.
- (2) The contract carrier's flight schedule is inconsistent with explicit policies of individual Federal departments and agencies or other mandatory users to schedule travel during normal working hours.

- (3) A non-contract carrier offers a lower fare available to the general public, the use of which will result in a lower total trip cost to the Government or other mandatory users, to include the combined costs of transportation, lodging, meals, and related expenses. NOTE: THIS EXCEPTION DOES NOT APPLY IF THE CONTRACT CARRIER OFFERS A COMPARABLE FARE AND HAS SEATS AVAILABLE AT THAT FARE, OR IF THE LOWER FARE OFFERED BY A NONCONTRACT CARRIER IS RESTRICTED TO GOVERNMENT AND MILITARY TRAVELERS ON OFFICIAL BUSINESS AND MAY ONLY BE PURCHASED WITH A CONTRACTOR ISSUED CHARGE CARD, OR CENTRALLY BILLED ACCOUNT.
- (4) Rail service is available and such service is cost effective and consistent with mission requirements.
- (5) Smoking is permitted on the contract flight.

### C.3 TECHNICAL REQUIREMENTS

#### A. REQUIREMENTS

- (1) This is a requirements contract for the services specified in the Schedule of Items (Attachments [4](#) and [5](#)), and effective for the period of performance. The quantities of services specified in the schedule are **estimates only** and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (2) Delivery or performance shall be made only upon the purchase of tickets in accordance with the terms and conditions of the contract. Subject to any limitation elsewhere in this contract, the contract carrier shall furnish to the Government all services specified in the schedule.
- (3) Except as this contract otherwise provides, the Government shall order from the contract carrier all the services specified in the schedule that are required to be purchased by the Government activities specified as mandatory users in the Scope of Contract.
- (4) The Government is not required to purchase from the contract carrier requirements that meet the exceptions to mandatory use in the Scope of Contract.
- (5) Tickets shall not be sold under this contract for passenger transportation services after the end of the contract period or any extension to the contract period.
- (6) Contract carriers may auto-cancel an un-ticketed City Pair Program reservation (i.e., YCA, \_CA, and \_CB fares) 48 hours prior to departure time and date only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt or may require ticketing six hours before departure at the carrier's discretion. There shall be no fees or penalties assessed by the contract carrier associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

## B. DOMESTIC ROUTES (MARKETS)

- (1) Contract Line Item Number: Each line item number in the Schedule of Items (Attachments [4](#) and [5](#)) is contained in the City Pair Offer Preparation System (COPS) identified as:
  - (a) Group 1
  - (b) Group 2
- (2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments [4](#) and [5](#)) and described as follows:
  - (a) The following codes indicate whether either nonstop or connect service is required for each line item:

N/S - Nonstop

C - Connecting service with no more than one connecting point en route. Connect time shall not exceed 120 minutes<sup>4</sup>. The exception is to specific destinations listed in [Attachment 4](#) with up to two connecting points (or one connect point and one direct flight) and total connecting time shall not exceed 300 minutes (origin/destination). The offeror shall only list valid connect points. No change of airports at connecting points is allowed in offers for domestic routes
  - (b) Identified Passenger Level Code.
  - (c) Required number of daily flights. The required number of daily flights in each direction is listed separately from the passenger estimates. The number required is 1, 2, 3, 4, or 6 flights in each direction and is based on the minimum requirements of the Government.
- (3) Offered Routes (Markets)

Except for flights departing from Alaska and Hawaii and eastbound flights crossing three (3) time zones (including Arizona), only flights departing on or after 6:00 AM and prior to 11:00 PM that meet the minimum service standard shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachments [4](#) and [5](#)). For flights departing from Alaska and Hawaii and eastbound flights crossing three (3) time zones, only flights that meet the minimum service standard shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachments [4](#) and [5](#)). However, for purposes of calculating the total number of flights, all flights meeting the minimum service standard shall count regardless of time of day.

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<sup>4</sup> City pairs that include Guam shall not exceed 180 minutes, unless listed as a Specific Destination in Attachment 4 where total connecting time shall not exceed 300 minutes.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each market offered in the “Meet Min” field. Offerors shall list all required information including the number of nonstop, direct, and connecting flights available in each direction in each of the five timebands. Offerors that do not meet the Government minimum requirements on a market are not allowed to submit an offer for that market.

For line items listed in Group 2, offerors shall indicate whether or not they meet the minimum requirements for each market offered. Offerors that do not meet the Government minimum requirements on a market are not allowed to submit an offer for that market.

(4) Connecting Service:

- (a) In determining the number of connecting flights in a specific market, the same leg shall not be counted as more than one connecting flight in that market.
- (b) In connecting service markets, the minimum number of daily flights required will be “traded” for a higher level of service by weighting the levels of service:
  - i. Each connecting (C) flight and each direct (D) flight counts as one (1) flight; and
  - ii. Each nonstop (NS) flight counts as two (2) flights. For example, in a market requiring 6 connecting service flights (6 flights in each direction), the requirement can be met with three (3) nonstop flights or any combination of nonstop, direct or connecting flights that produces a total number of 6 or more flights in each direction.

Two examples in a market with a minimum requirement of 6 connecting service flights in each direction		
<b>Example One:</b>		
<u>Inbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N/S</b>
3	0	2
Equates to $3 + 0 + 2(2) = 7$		
<u>Outbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N/S</b>
3	1	2
Equates to $3 + 1 + 2(2) = 8$		
Under the “trade” criteria, both inbound and outbound flights above meet the requirement.		
<b>Example Two:</b>		
<u>Inbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N/S</b>
3	1	1
Equates to $3 + 1 + 1(2) = 6$		
<u>Outbound</u>		
<b>No. C</b>	<b>No. D</b>	<b>No. N/S</b>

1	2	1
Equates to $1 + 2 + 1(2) = 5$		

In example two, although inbound flights are sufficient, outbound flights are **insufficient**; therefore, the offer for this market does not meet the minimum requirement. “Trading” of connecting flights applies only for purposes of calculating whether the minimum number of flights is met (§M.3 Evaluation Criteria, Factor One) “Trading” of connecting flights does not apply to calculating the actual number of flights. As an example, if a city pair requires 4 connecting flights, and a carrier has 2 nonstop flights the minimum has been met. For purposes of §M.3 Evaluation Criteria, Factor Two, Subfactors 3 and 4, this shall count as 2 flights, not as 4 flights.

- (c) **Maximum Circuity:** The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>		<u>Maximum Circuity</u>
0 – 600	miles	185%
601 – 1,000	miles	175%
1,001 - 1,400	miles	140%
1,401 - 2,000	miles	135%
2,001 - 3,000	miles	130%
3,001 miles or more		125%

- (d) Only valid connect points (one connection per flight) shall be used to meet the required number of flights except in selected Alaska and Hawaii markets where there may be two connect points. The domestic double-connect point markets will be solicited in line items 3000 to 3391.
- (e) **Nonstop service.** In nonstop markets, each nonstop flight counts as one (1) flight.
- (f) **Connect Markets.** For connect markets, only a single stop is permitted, except to [specific destinations](#) listed in Attachment 4 (where up to two (2) stops are allowed). A connect plus a direct does not meet the minimum requirements except to the [specific destinations](#) listed in Attachment 4. No change of airports at connecting points is allowed in offers for domestic routes.

## C. **INTERNATIONAL ROUTES (MARKETS)**

- (1) **Contract Line Item Number:** Each line item number in the Schedule of Items (Attachments 4 and 5) is contained in the City Pair Offer Preparation System (COPS) identified as:
- (a) **Group 1**

(b) Group 2

(2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments [4](#) and [5](#)) and described as follows:

(a) The following codes indicate whether either nonstop or connect service is required for each line item:

N/S – Nonstop service

C – Connecting service with no more than one connecting point en route. Connecting time shall not exceed 180 minutes. The exception is to [specific destinations](#) listed in Attachment [4](#) where total connecting time (origin/destination) shall not exceed 300 minutes and up to two connect points (or one connect point and one direct flight) are allowed. The offeror shall list only valid connect points. No change of airports at connecting points is allowed in offers for international routes. The international double-connect point markets will be solicited in line items 3400 to 4437.

(b) Identified Passenger Level Code.

(c) Required number of flights. One flight in each direction (one inbound flight and one outbound flight) on any three or more days per week is required.

(3) Offered Routes (Markets)

All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachments [4](#) and [5](#)) regardless of the time of day of the flight.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each market offered in the “Meet Min” field. Offerors shall list all information required including the number of nonstop, direct, and connecting flights available in each direction in each of the five time bands. Offerors that do not meet the Government minimum requirements on a market are not allowed to submit an offer for that market.

For line items listed in Group 2, offerors shall indicate whether or not they meet the minimum requirements for each market offered. Offerors that do not meet the Government minimum requirements on a market are not allowed to submit an offer for that market.

(4) Connecting Service:

(a) In determining the number of connecting flights in a specific market, the same leg shall not be counted for more than one connecting flight in that market.

(b) Maximum Circuity: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:



<u>Great Circle Mileage</u>		<u>Maximum Circuity</u>
0 - 500	miles	175%
501 - 1,000	miles	160%
1,001 - 1,500	miles	145%
1,501 - 2,500	miles	140%
2,501 - 4,000	miles	135%
4,001 - 6,000	miles	130%
6,001 miles or more		125%

(c) Only valid connect points (one connection per flight) shall be used to meet the required number of flights.

(5) Connect Markets. For connect markets only a single stop is permitted. A connect plus a direct does not meet the minimum requirements. The exception is to [specific destinations](#) listed in Attachment 4 where up to two stops are permitted, and a connect plus a direct do meet the minimum requirements. No change of airports at connecting points is allowed in offers for international routes.

#### **C.4 ELECTRONIC TICKETS**

1. If the contract carrier offers “ticketless” or electronic tickets for any awarded routes, it shall furnish electronically what was previously known as a “ticket number” on the physical ticket. This will continue to allow for the transaction to be properly and consistently identified during the booking, payment, refund, reconciliation and audit processes.
2. If payment is through a contractor-issued travel card or a centrally billed account established under a GSA contract for commercial travel card services, the number will appear in the “Ticket Number/Document Record Number (DRN)” field on the charge card contractor provided tapes.
3. If a GTR or another form of payment is used, the contract carrier shall provide some form of physical documentation of the transaction to the traveler or agency ordering activity to allow for subsequent auditing. This documentation can be an Auditor’s Coupon or equivalent.

#### **C.5 PREPAID TICKET ADVICE (PTA)**

When prepaid ticket advice (PTA) service is requested by authorized travelers for contract fares (YCA/\_CA/\_CB) or a combination of contract and non-contract legs, the contract carrier may charge a fee ONLY IF BOTH of the following conditions apply:

- (a) The reservation is booked at least 24 hours prior to departure (exclusive of weekends and federal holidays); AND
- (b) The ticket can be delivered by any means in time for the traveler to receive and utilize the ticket.

The fee charged shall not exceed:

- (a) The current commercial fee; OR

- (b) The fee charged under any non-contract Government fares, e.g., Discounted Government (DG) Fares, whichever is lower.

The contract carrier may, at its option, waive the PTA fees.

#### **C.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATING OUTSIDE THE UNITED STATES**

For travel originating or terminating outside the United States, Puerto Rico, and the Virgin Islands, each fare (YCA, \_CA, or \_CB) shall allow (at any connect point) at least one free stopover of a duration to be determined by the Government but not to exceed 7 days. Stopover points will be unrestricted, with the exception of a stopover point in Hawaii, which may be capacity controlled, up to 50% of coach class (per flight), at the option of the airline.

See [§ K.6](#) to submit offeror information on stopovers.

#### **C.7 USAGE OF CONTRACT FARES**

Contract fares may be used in conjunction with other published fares, including other contract and non-contract fares, if necessary. Under this provision, government travelers are permitted to construct contract fares to comprise the best total fare and in doing so contract carriers shall accept the constructed fare for ticketing and service provided, except where otherwise prohibited by applicable statute or regulation.

#### **C.8 DISSEMINATION OF CONTRACT FARES**

The contract carrier shall file contract fares under the “YCA”, “\_CA” or “\_CB” designator. Under no circumstances shall the contract carrier use “YCA”, “\_CA” or “\_CB” designator codes for any market in which the carrier is not the Government contract carrier. Airport codes shall be used in conjunction with “YCA”, “\_CA” and “\_CB” contract air fare designators where applicable. When two airport codes are required (e.g., YCAJFKDCA), the last character shall be dropped (e.g., YCAJFKDC).

The contract carrier shall ensure that contract fares are disseminated and operational in a timely fashion and in accordance with the contract carrier’s commercial means of providing fare information (and ticket availability) throughout all distribution and reservation systems it commercially utilizes. Reservation services shall be operational within 20 calendar days after the date of contract award, and within two (2) calendar days after the date of any contract modifications.

GSA will conduct an audit of commercial reservation and distribution systems to ensure contract fares and rules are properly loaded and available for purchase.

#### **C.9 PASSENGER FACILITY CHARGES/SEGMENT FEES**

- (a) The collection, handling and remittance of all Passenger Facility Charges (PFC) shall be processed in accordance with the Federal Aviation Administration Regulations at 14 CFR, Part 158, Subpart C, §158.45 & §158.47.
- (b) PFC’s and segment fees shall not be included as a component of the offered prices. PFC’s and segment fees will not be included in the price evaluation.

- (c) PFC's will not be included in the awarded fares and shall be printed, in accordance with FAA regulations cited in paragraph (a) above, on the ticket at the time of issuance.
- (d) Segment fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

#### **C.10 PASSENGER SECURITY SERVICE FEES**

- (a) The collection, handling and remittance of all Passenger Security Service Fees shall be processed in accordance with the Aviation and Transportation Security Act of 2001 (§118 of Public Law 107-71, 49 U.S.C. § 44940).
- (b) Passenger Security Service Fees shall not be included as a component of the offered prices. Passenger Security Service Fees will not be included in the price evaluation.
- (c) Passenger Security Service Fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

#### **C.11 TAXES, FEES, AND FUEL SURCHARGES**

- (a) All fares for domestic markets include all existing Federal, state, and local taxes. Airport maintenance fees, administrative fees (e.g., fees charged for route and schedule changes), fuel surcharges currently in place commercially, and other similar charges are to be included in all fares offered, where applicable. Passenger facility charges (PFC), segment fees, and passenger security fees are not included in the offered fares, but are listed separately on the ticket at the time of issuance.
- (b) For international markets, all fares are exclusive of taxes. Fuel surcharges are to be included in all fares offered. All markets included under the international tariff of the International Air Transport Association may be treated as international markets for purposes of this section.
- (c) Fuel surcharges are governed by [§1.2 I- FBG-LS001 Economic Price Adjustment for Fuel Surcharges - City Pair Program \(CPP\) \(JAN 2013\)](#).

#### **C.12 PRICE REDUCTION**

If, after award, the contract carrier offers an unrestricted coach fare available to the general public that is lower than the contract fare, the contract carrier shall provide the lower fare to Government travelers in lieu of the contract fare.

If, after award, the contract carrier offers a commercial fare, other than an unrestricted coach fare that is lower than the contract fare, the traveler can request the lower commercial fare. The contract carrier shall provide the lower fare in lieu of the contract fare, if the traveler qualifies for the lower fare and space is available at the time of booking.

In addition, on or after the effective date of this contract, the Contract carrier may at any time reduce the contract fare of the service(s) to the Government, either temporarily or permanently. Any price reduction offered by a contract carrier shall be for a minimum of 30 days. The contract carrier shall notify the Contracting Officer and the price reductions will be implemented by contract modification.

### C.13 METHOD OF PAYMENT

1. The General Services Administration (GSA) contracts for commercial travel card services to provide individual travel cards (contractor-issued travel cards) to Federal employees to cover transportation and other related expenses incurred during official travel. The GSA travel card contract(s) also provide(s) for the use of centrally billed accounts by Federal agencies to purchase airline tickets. THE ONLY CHARGE CARD(S) OR CENTRALLY BILLED ACCOUNT(S) THE CONTRACT CARRIER(S) IS (ARE) OBLIGATED TO ACCEPT ARE THOSE AWARDED under a GSA contract for travel card services. If there are any questions as to the offered form of payment, the contract carrier's contract administrator (as listed in [§K.2 G-FSS-900-A Contact for Contract Administration \(JAN 1994\)](#)) should contact the GSA Contracting Officer.
2. The contract carrier agrees to accept payment through all of the following methods: 1) individually or centrally billed Government travel accounts issued under a GSA contract (see Federal Travel Regulation (FTR) 301-72.3 (41 CFR 301-72.3)); and 2) Government Transportation Request (GTR). GTRs may be used to pay for international air travel and other travel related expenses. For domestic air travel (other than C.13(4), GTRs may be used only under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the USA in conjunction with travel that originated overseas.

Individually or centrally-billed travel account charge transactions shall be processed by carriers in the same manner as commercial charge transactions. GTRs shall be processed according to the Federal Management Regulation (FMR) 102-118 ([41 CFR 102-118](#)).

3. The American Red Cross National Sector shall pay for services only through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
4. Members and employees of the U.S. House of Representatives and Senate pay for services with a travel card or centrally-billed account established under a GSA contract for commercial travel card services, a GTR, cash, money order, or personal credit card (the acceptance of non-GSA contractor issued travel cards, cash or money orders for payment is at the option of the contract carrier).
5. Employees of a tribe or tribal organizations performing travel necessary to carry out a contract, grant, or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. § 450j(k), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
6. Military reservists traveling to and from inactive duty training when authorized by the Department of Defense shall pay for services through the use of a travel card established under a GSA contract for commercial travel card services in effect during the term of this contract. The Government does not reimburse airline travel costs to military reservists.
7. Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. § 5201 shall pay for services through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

8. Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, shall pay for services through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
9. Employees of a tribe or tribally designated housing entity performing travel necessary to carry out any program, service, other activity under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. § 4111(j), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

#### **C.14 REFUNDS**

Upon presentation of proper documents as specified in the Passenger Transportation Handbook, Federal Travel Regulations, or an alternative that has been mutually agreed upon with GSA Audits, the contract carrier shall fully and promptly refund all unused and partially unused portions of any Government contract fare ticket to the activity paying for the ticket, the travel management center issuing the ticket, or the individual traveler, as appropriate.

#### **C.15 ARRANGING FOR GROUP TRAVEL (See [Group Definition](#))**

Groups are 10 or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking. Groups are non-mandatory users of the contract fares. If the contract carrier ordinarily arranges group travel through a group desk, then group reservations are to be handled through the contract carrier's group desk. The contract carrier shall identify its contact information for groups.

Transportation offices are the initial points of contact for resolution of questions/disputes for locally arranged group travel. If the civilian agency/DOD and the contract carrier cannot reach resolution regarding the definition of a group, the matter is to be referred to the GSA Contracting Officer.

#### **C.16 GROUP TRAVEL CANCELLATION POLICIES AND FEES**

Groups of ten (10) or more passengers (traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking) are non-mandatory users of this contract. Groups may therefore choose the carrier that best meets their travel needs. Groups of ten (10) or more passengers will be booked through the carrier's group booking procedures and follow that carrier's commercial group reservation, ticketing, and cancellation policies.

#### **C.17 CARRIERS UNDER A CODE-SHARING OR OTHER ARRANGEMENT**

For domestic markets, the contract carrier shall make available all service on offered code share partner(s).

For international markets, the contract carrier shall make available all service on offered code share partner(s) proposed on a market-by-market basis. If a code share partner(s) is (are) offered and no specific market is identified, the offeror shall make available all service on the offered code share partner(s) in all awarded markets where the code share exists.

The offeror shall list in [§K.7 Carriers Under A Code-Sharing Arrangement](#), all airlines providing service over any portion of a market under a code sharing arrangement relative to this offer. DOD approval is required for all offerors and their U.S. air carrier code share partners proposed for service on offered markets, with the following two exceptions: 1) Award may be made to a carrier undergoing the approval process as long as the carrier is not on DOD's list of disapproved air carriers; and 2) Award may be made to a carrier that has proposed to serve a market through a code share partner if the code share partner is undergoing the approval process and is not listed on DOD's list of disapproved carriers.

**(END OF SECTION C)**

SECTION D  
NOT APPLICABLE

SECTION E  
NOT APPLICABLE



## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

The contract period of performance begins October 1, 2015 or Date of Award (whichever is later) through September 30, 2016, plus three one-month options.

The Government reserves the right to unilaterally exercise option periods. See [§I.2 Clause 52.217-9 Option to Extend the Term of the Contract \(MAR 2000\)](#).

### F.2 CONFIRMATION OF SERVICE AT THE TIME OF AWARD AND MODIFICATION

Within ten (10) business days after contract award, and at time of a modification, contract carriers shall confirm in writing that they continue to meet the minimum requirements for all airport/city pairs awarded for the period of performance beginning October 1, 2015 through September 30, 2016. Contract carriers shall itemize any airport/city pairs where they no longer meet the minimum requirements for the contract period of performance beginning October 1, 2015 through September 30, 2016. For markets that are awarded to a carrier with nonstop service, but where the minimum requirement is connect service, the contract carrier shall re-confirm nonstop service. See [§C.3.B](#) and [§C.3.C](#) regarding minimum requirements.

### F.3 QUESTIONS REGARDING CONTRACT CARRIER PERFORMANCE

If, at any time, an offeror believes that the contract carrier no longer meets the minimum requirements for a specific market(s), the offeror may report this to the Contracting Officer in writing by listing the specific market(s) in question in an Excel spreadsheet using the below format. Prior to submission, the offeror shall confirm that a specific market(s): 1) does not meet the minimum requirements; 2) has not been deleted from the contract carrier's contract; and 3) has not been re-awarded to another contract carrier. The Contracting Officer shall, within a reasonable time period, investigate this allegation and, in writing, inform the offeror of the result of the investigation.

Carrier	Item No.	Origin	Destination	Specific Reason Carrier Does Not Qualify	Citation of Contract
XX	1234	ABC	DEF	Connection time exceeds 120 minutes	§C.3.B.2(a)
XX	1234	ABC	DEF	Carrier no longer offers nonstop service in connect market	§C.3.B.4(b)(ii) and/or §F.5

### F.4 SERVICE BELOW THE MINIMUM

1. Except where the contract carrier enters into bankruptcy proceedings, the contract carrier is placed into DOD nonuse status (temporary nonuse or suspension), or temporarily reduces or temporarily ceases service, each of which is specifically addressed in (a) through (c) below, the contract may be canceled (in whole or in part) and re-awarded when the contract carrier no longer provides service meeting all of the contract requirements in the awarded market, or ceases to provide nonstop service in a connect market, when the nonstop service was the basis for award.

- (a) Bankruptcy. In cases involving a contract carrier entering into bankruptcy proceedings, if the contract carrier ceases service in an awarded market, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service. If the carrier does not resume service, the re-award is valid for the duration of the contract period.
- (b) DOD Nonuse status. In cases involving a contract carrier for a route being placed into DOD nonuse status (temporary nonuse or suspension), GSA may re-award the affected contract line item(s) until such time as the initial contract carrier is placed back into DOD use status.
- (c) Temporary Reduction or Temporary Cessation of Service. In cases where a contract carrier no longer provides service meeting all of the contract requirements in the awarded market after the period of performance (October 1, 2015 through September 30, 2016) has begun, and the Government anticipates that the situation will continue for a period greater than 14 calendar days but less than 120 calendar days, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service meeting all of the contract requirements. GSA will not apply this subsection (c) when the contract carrier no longer provides service meeting all of the contract requirements in the awarded market due to regularly scheduled reduction of service (e.g., seasonal discontinuance of flight service) or due to suspension/cancellation of airport operations. GSA may rely on any reasonable source of data to determine whether or not a carrier continues to meet the minimum service requirements.

#### **F.5 DISCONTINUANCE OF SERVICE WITHIN A MARKET**

If a contract carrier ceases to provide at least the minimum level of service required by the contract to any market, the contract carrier shall provide the Government 30 calendar days' written notice to the extent practicable prior to reducing or discontinuing the service.

The contract carrier shall notify the Government in the above stated manner when the carrier discontinues nonstop service in a connect market. Though the contract carrier may still provide the minimum level of service required with connect service, the basis of award may have changed. In such situations, the Government reserves the right to reevaluate all offers in that market. The Contracting Officer may re-award the market to a carrier whose offer represents the best value to the Government. Contract carriers shall implement modification changes in commercial distribution and reservation systems within two (2) working days of the modification's effective date.

#### **F.6 AUTO CANCELLATION**

A completed auto cancellation profile document shall be submitted to GSA within twenty (20) calendar days after award if the contract carrier chooses to participate in auto cancellation.

The template can be found in the following document:



FY16  
Auto-Cancellation Im

Carriers shall also submit bi-monthly reports of all PNRs cancelled during the period of performance. The report should be an MS Excel document consistent with the following template. The Excel workbook should contain 2 separate worksheets, one for Domestic reservations, and another for International reservations. Each line item should represent a unique PNR and outbound segment that was never ticketed or cancelled prior to the auto cancellation. Inbound segments should not be included since they should be automatically cancelled consistent with the requirement.

Worksheet Number 1: Domestic Reservations

Total Number of Domestic Segments during the reporting period			15,751				
Total Number of Domestic Segments auto canceled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	DCA – ATL	11/9/15	11/15/15	11/17/15	2	1

Worksheet Number 2: International Reservations

Total Number of International Segments during the reporting period			9,751				
Total Number of International segments auto canceled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	WAS – LPL	11/9/15	11/15/15	11/17/15	2	1

Bi-monthly cancellation reports are due to the Program Management Office (PMO) on the following dates. Report shall be delivered to [travel.programs@gsa.gov](mailto:travel.programs@gsa.gov).

Period of Performance	Report Due Date
October 1 – November 30	December 15, 2015
December 1 – January 31	February 15, 2016
February 1 – March 31	April 15, 2016
April 1 – May 31	June 15, 2016
June 1 – July 31	August 15, 2016
August 1 – September 30	October 15, 2016

## F.7 CITY PAIRS ACTIVITY REPORTING

- (a) Usage data reported in accordance with this clause may be used as the basis for future decisions regarding solicitation of dual YCA/\_CA contract fares. It is critical that data is reported in an accurate and timely manner.

- (b) For contracts with \_CA fares and YCA fares, the contract carrier is required to supply the following data to the Program Management Office (PMO) on a monthly basis:

Month*	Item #	Origin	Destination	% Domestic YCA	% Domestic _CA	% Int'l YCA	% Int'l _CA
Total							

\* Month need only be indicated once in the column.

- (c) Data shall only include those markets in which a carrier has both a YCA and \_CA fare offered.
- (d) Data shall reflect flown transactions by passenger count, not revenue count.
- (e) Data reports (non-cumulative) are due within 60 calendar days after the end of each month.
- (f) All data reports shall be submitted to the PMO via e-mail to: [travel.programs@gsa.gov](mailto:travel.programs@gsa.gov).

The data for the reports shall be in a commercial database format, e.g., Microsoft Access, tab-delimited text file or Microsoft Excel. The electronic format may change during the contract period.

- (g) Failure to supply the data required under this section may result in cancellation of awarded dual fare routes/markets at no cost to the Government. In the event of cancellation, the Contracting Officer will provide 30 calendar days advance written notice to the contract carrier.

## **F.8 EDUCATION AND COMPLIANCE**

GSA endeavors to ensure that travelers and their agencies are using the City Pair Program properly and maximizing the benefits of the program. Carriers are urged to identify travelers and their agencies that can benefit from educational outreach efforts. In instances where the carrier has concerns about the usage of CPP, the circumstance and any attendant documentation should be brought to the attention of the Contracting Officer for prompt resolution.

**(END OF SECTION F)**

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 TYPE OF CONTRACT

The Government contemplates award of a firm-fixed price requirements type contract with an economic price adjustment resulting from this solicitation. See [§I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges – City Pair Program \(CPP\) \(JAN 2013\)](#) for more information on the economic price adjustment for fuel surcharges only.

### G.2 ORDERING OF SERVICES

- (a) For travelers governed by the scope of this contract (see §C.2), a request for coach service will be construed to mean a request for the contract fare, unless the traveler specifies otherwise. If there is no contract fare, then the request will be construed to mean a request for a combination of contract fares and/or any other available fare that results in the lowest cost alternative to the Government and meets the traveler's needs.
- (b) Business Class - A request for business class service will be construed to mean a request for the business class contract fare, unless the traveler specifies otherwise. If there is no business class contract fare, then the request will be construed to mean a request for business class fare that results in the lowest cost alternative to the Government and meets the traveler's needs.
- (c) Method of Ordering - Service will be ordered with one of the payment methods identified in the [Method of Payment](#) section. The various procedures for ordering services follow:
  - (1) A Travel Management Service as defined under Federal Travel Regulation FTR § 300-3.1 is the usual means of ordering services.
  - (2) All American Red Cross (Red Cross) travel reservations, including travel for overseas activities or U.S. activities that support the organization's overseas operations, will be made through the Red Cross corporate travel agency. Each Red Cross user will have an employee picture identification card. The corporate travel agency will receive authorization to use contract fares via an International Services Department Travel Authority form.
  - (3) Members and employees of the U.S. House of Representatives and the Senate may order services directly by using an individually or centrally-billed Government travel account issued under a GSA contract; cash, money order, personal credit card (the acceptance of non-GSA contractor issued travel cards, cash or money orders for payment is at the option of the contract carrier); or GTR.
  - (4) Employees of tribes or tribal organizations performing travel necessary to carry out a contract, grant, or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. § 450j(k), may order services through a TMC or through a CTO.
  - (5) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. § 5201 may order services through the Eisenhower Fellowships' corporate travel agency.

- (6) Employees of the foundations, established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, may order services through a corporate travel agency.
- (7) Employees of a tribe or tribally designated housing entity performing travel necessary to carry out any program, service, or other activity under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. § 4111(j), may order services through a TMC or through a CTO.

### **G.3 AUDIT OF CONTRACT FARES**

#### **A. AUDITS BY GSA'S TRANSPORTATION AUDIT DIVISION**

1. Contract fares. The Government reserves the right to issue overcharges whenever the lowest fully refundable coach fare charged is greater than the contract fare, provided payment was made through a GTR, contractor-issued travel card, or centrally billed account.
2. The Government reserves the right to issue overcharges whenever the fare charged is greater than any unrestricted lowest fully refundable coach fare offered by the contract carrier to the general public that is lower than the contract fare. In such cases, audits will be limited to the effective date(s) of any such lower fares.
3. If a traveler is ticketed at a fare lower than the contract fare, the Government reserves the right to issue overcharges if the fare actually charged is greater than the fare for the designator listed on the ticket as of the date of ticketing for the date(s) of travel.
4. Prior to the post-payment audit, the contract carrier may voluntarily reimburse the ordering activity by the amount of any money due the Government. This should be done through the normal refund process associated with the travel card contractor, or directly to the ordering agency's finance office when other payment means are used. The contract carrier shall maintain documentation of this refund. If the contract carrier is subsequently presented with a notice of overcharge by GSA, and the contract carrier presents documentation demonstrating that it has previously made a full refund of the overcharge amount for the specific travel, GSA shall retract the notice of overcharge.

#### **B. AUDIT OF VENDOR PERFORMANCE**

GSA, or its designee, will conduct routine audits of all commercial distribution and reservation systems to ensure vendor performance. Audits may include, but not be limited to:

- Proper dissemination, display and loading of fares and rules. The Contractor shall correct any improperly filed or displayed contract fare or rule within two (2) business days of notification. Failure to correct improperly filed or displayed contract fares may result in termination for cause of the awarded market. Any of these terminated markets can be subsequently re-awarded to another carrier that offers the best value to the Government, at the Government's discretion.
- Availability of \_CA/\_CB fares
- Minimum service requirements in markets
- Fuel surcharges
- Code shares and route restrictions

**(END OF SECTION G)**

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NONDISCRIMINATION AGAINST HANDICAPPED TRAVELERS**

The Air Carrier Access Act of 1986 and all implementing regulations issued by the Department of Transportation are applicable to this contract, and are specifically incorporated by reference herein: (e.g., 14 CFR Part 382, 49 CFR Part 27, 49 USC 41705, etc.)

### **H.2 DEPARTMENT OF TRANSPORTATION**

The contract carrier shall comply with all relevant rules and regulations of the Department of Transportation, as well as provisions of the Federal Aviation Act of 1958 (as amended).

### **DEPARTMENT OF DEFENSE (DOD) REQUIREMENTS**

#### **H.3 AIR CARRIER QUALITY AND SAFETY**

Prior to award, in accordance with the provisions of 32 CFR 861, Department of Defense Commercial Air Carrier Quality and Safety Review Program, DOD approval is required for all offerors and their U.S. air carrier code share partners proposed for service on offered markets, with the following two exceptions: 1) Award may be made to a carrier undergoing the approval process as long as the carrier is not on DOD's list of disapproved air carriers; and 2) Award may be made to a carrier that has proposed to serve a market through a code share partner if the code share partner is undergoing the approval process and is not listed on DOD's list of disapproved carriers.

See [§K.8](#) to submit offeror certification of air carrier quality and safety.

#### **H.4 DOD TEMPORARY NONUSE STATUS OR SUSPENSION**

1. If at any time during the term of the contract, a carrier serving an awarded market(s) is placed in temporary nonuse status by the DOD, or suspension by the DOD in accordance with 32 CFR 861, the Government may, with no cost or liability to the Government or any department, agency, entity, or official therein:
  - (a) Discontinue DOD use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a U.S. air carrier in such status;
  - (b) Discontinue Government use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a foreign code share air carrier in such status.
2. If, during the term of this contract, such period of temporary nonuse and/or suspension is terminated by the DOD, through reinstatement or otherwise, use of services will resume in accordance with the terms of the contract.

## **H.5 CIVIL RESERVE AIR FLEET (CRAF) PROGRAM**

- (a) In order to receive a contract award under this solicitation, a carrier shall participate in the CRAF Program, receive a Letter of CRAF Technical Ineligibility, or be actively undergoing the CRAF approval process with the Air Mobility Command (AMC). Actively undergoing the approval process is defined by meeting all three of the following requirements by submitting the completed items to AMC;
1. Complete CRAF Statement of Intent.
  2. Complete CRAF proposal for the current solicitation.
  3. Comply with Defense Security Service Requirements to acquire an active SECRET level Facility Clearance.
- (b) CRAF eligible carriers are Federal Aviation Regulations Part 121 certified carriers with international over water or domestic only capability. Carriers not eligible to execute a CRAF contract will be certified as not eligible and receive a LETTER OF CRAF TECHNICAL INELIGIBILITY. For a copy of the solicitation, or to determine technical eligibility, contact:

Contract Airlift Division  
Building 1900 W  
508 Scott Drive  
Scott AFB, IL 62225-5357  
(618) 220-7058

DOD Commercial Airlift Division  
HQ AMC/A3B  
402 Scott Drive Unit 3A1  
Scott AFB, IL 62225-5302  
(618) 229-4801

An offeror shall participate in the CRAF program to receive a contract award. During the period of performance of this contract, the contract carrier shall participate in the CRAF, have been certified as technically ineligible, or be undergoing the approval process for CRAF membership. CRAF membership requires the contract carrier to execute a CRAF contract with the Air Mobility Command (AMC). GSA will terminate for cause this air passenger transportation services contract in accordance with the Contract Terms and Conditions—Commercial Items Clause 52.212-4, of this contract for failure of the contract carrier to maintain CRAF membership.

## **H.6 CRAF CERTIFICATION**

See [§K.9](#) to submit offeror certification of CRAF status.

**(END OF SECTION H)**



## PART II – CONTRACT CLAUSES

## SECTION I – CONTRACT CLAUSES

### I.1 [52.252-2](#) CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at [www.acquisition.gov/far](http://www.acquisition.gov/far).

<a href="#">52.203-3</a>	GRATUITIES	APR 1984
<a href="#">52.204-4</a>	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
<a href="#">52.222-1</a>	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
<a href="#">52.222-35</a>	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
<a href="#">52.223-6</a>	DRUG-FREE WORKPLACE	MAY 2001
<a href="#">52.229-3</a>	FEDERAL, STATE, AND LOCAL TAXES (APPLICABLE TO DOMESTIC MARKETS ONLY)	FEB 2013
<a href="#">52.233-3</a>	PROTEST AFTER AWARD	AUG 1996
<a href="#">52.242-13</a>	BANKRUPTCY	JULY 1995

### I.2 CLAUSES INCORPORATED BY FULL TEXT

#### [52.212-4](#) CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (DEC 2014)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) ~~Changes.~~ See I.2, FAR 52.243-1 Changes – Fixed Price (AUG 1987) (Alternate I – APR 1984) Deviation

- (d) *Disputes*. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.
- (f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- ~~(g) Invoice.~~
- ~~(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—~~
- ~~(i) Name and address of the Contractor;~~
  - ~~(ii) Invoice date and number;~~
  - ~~(iii) Contract number, contract line item number and, if applicable, the order number;~~
  - ~~(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;~~
  - ~~(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;~~
  - ~~(vi) Terms of any discount for prompt payment offered;~~
  - ~~(vii) Name and address of official to whom payment is to be sent;~~
  - ~~(viii) Name, title, and phone number of person to notify in event of defective invoice; and~~
  - ~~(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.~~
  - ~~(x) Electronic funds transfer (EFT) banking information.~~
    - ~~(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.~~
    - ~~(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#),~~

~~Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.~~  
(C) ~~EFT banking information is not required if the Government waived the requirement to pay by EFT.~~

~~(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.~~

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) ~~**Payment.**~~ See [§C.13](#), METHOD OF PAYMENT

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) ~~**Taxes.**~~ See [§C.11](#), TAXES, FEES and FUEL SURCHARGES

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances

of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

~~(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.~~

~~(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.~~

~~(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.~~

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.  
(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or

liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (OCT 2014)**

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

*[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]*

(b) *Clauses.*

  X   552.203-71, Restriction on Advertising

  X   552.215-70, Examination of Records by GSA

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

\_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (ii) Alternate I (Jan 2011) of [52.219-4](#).



- ☐ (13) [Reserved]
- ☐ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ☐ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☒ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ☐ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ☒ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ☐ (iv) Alternate III (Oct 2014) of [52.219-9](#).
- ☐ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ☐ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☒ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ☐ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ☐ (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ☐ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ☐ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ☒ (27) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

- ☒ (28) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).
- ☒ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- ☒ (31) [52.222-37](#), Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- ☐ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☐ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☒ (34) [52.222-54](#), Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ☐ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of [52.223-13](#).
- ☐ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ☐ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ☐ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ☐ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ☐ (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

- \_\_\_ (42)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- X (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- X (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by

reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- X (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (7) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- \_\_\_ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- \_\_\_ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- \_\_\_ (10) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).
  - (ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
  - (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
  - (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).
  - (vi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (vii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))
  - (viii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
  - (ix) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - (x)
    - \_\_\_(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
    - \_\_\_(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
  - (xi) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xiii) [52.222-54](#), Employment Eligibility Verification (Aug 2013).

(xiv) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**[52.243-1](#) CHANGES —FIXED PRICE (Aug 1987) (ALTERNATE I – APR 1984) DEVIATION**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
  - (2) ~~Time of performance (i.e., hours of the day, days of the week, etc.).~~
  - (3) ~~Place of performance of the services.~~
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

**52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days of expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 months.

(End of clause)

**52.252-4      ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

To accommodate special circumstances, the government reserves the right to solicit additional items during this solicitation and resultant contract period. This action precludes any revisions by offerors to current offers and awards unless otherwise specified herein. Submission of offers may be in COPS, by email and/or by fax. Evaluation and award criteria will follow those delineated in [§M.3](#) – [§M.6](#)

(End of clause)

**52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEPT 1999)**

- (a) *Deviations to FAR clauses.*
  - (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
  - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.
- (b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

- (c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

**I-FSS-965      INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

(End of clause)

**I-FBG-LS001      ECONOMIC PRICE ADJUSTMENT FOR FUEL SURCHARGES - CITY PAIR PROGRAM (CPP)  
(JAN 2013)**

During the contract period and any exercised option periods, a fuel surcharge may be assessed as part of a domestic or international contract fare at the time of ticketing under the following conditions:

- (1) A fuel surcharge is allowed on a market where a fuel surcharge has been imposed commercially to all customers in the booking inventories (buckets) in either the fares or as miscellaneous fees. The changes shall correspond to the YCA, \_CA and \_CB contract fares for a minimum of 14 consecutive days. A fuel surcharge that has been imposed and terminated can only be re-instated after being imposed commercially for 14 consecutive days. Fuel surcharge requests may be submitted to GSA at any time after contract award and throughout the contract period. Fuel surcharge requests submitted after contract award and before the start of the contract period will be effective on the effective date of the contract or 14 days after the fuel surcharge was imposed commercially, whichever date is later and after approval by the Contracting Officer. A fuel surcharge may be applied to contract fares if the fuel surcharge was imposed commercially after submission of offers but before the effective date of the contract. Any fuel surcharge commercially in place at the time of offer submission must be included in the offered fare. To the extent possible, all anticipated fuel surcharges should be included in the fare offered at the time of offer submission.
- (2) A carrier must report to the GSA Contracting Officer in writing when a fuel surcharge is imposed, identifying the start date of that commercial fuel surcharge and the amount of the fuel surcharge on a market by market basis. A carrier must also identify the booking inventories (buckets) corresponding to the YCA, \_CA and \_CB to which the fuel surcharge applies commercially. When notifying GSA of fuel surcharge implementation, for any fuel surcharge that was initiated after the date of submission of the carrier’s offer to GSA but before the contract effective date, the carrier shall include in its submission a written representation that the original offer price did not include any amount for anticipated fuel surcharges. If the offered price did include an amount to offset anticipated fuel surcharge, the carrier must state the dollar amount included in the offer, and GSA will address the matter with the carrier. When notifying GSA of a new (or updated) fuel surcharge, the carrier must submit the fuel surcharge information in a spreadsheet of the following format (enter 0 for no fuel surcharge) and obtain written approval, prior to imposing fuel surcharges on CPP fares, from the CPP Contracting Officer that the fuel surcharge application is verified and acceptable:



Airline	Item #	Origin City Code or Airport Code and Name	Destination City Code or Airport Code and Name	YCA FSC 1 way in USD	_CA FSC 1 way in USD	_CB FSC 1 way USD	Date when imposed commercially	Date when applicable to CPP
		Domestic always first	International always second					
Airline name	1855	DCA	LAX	\$10	\$0	\$0	9/1/2015	10/1/2015
Airline name	5866	WAS	FRA	\$50	\$30	\$0	10/15/2015	10/29/2015

Whenever a fuel surcharge is updated (whether an increase or a decrease), the complete spreadsheet must be submitted in its entirety. The spreadsheet must include both changed fuel surcharge amounts and effective dates and also unchanged fuel surcharge amounts and effective dates. In addition, the carrier shall provide substantiating documentation that the fuel surcharge has been applied commercially for the 14-day period. Upon receipt of the documents, the GSA Contracting Officer shall acknowledge receipt of the required materials within 2 business days, and complete the review of the fuel surcharge request within 10 business days, unless otherwise notified by the GSA Contracting Officer. If the Government requires more time for review, it shall indicate so in the receipt acknowledgement what the alternative review schedule will be. A carrier shall not impose any fuel surcharge unless written approval from the Contracting Officer is received.

- (3) A carrier must cease any fuel surcharge on contract fares when the fuel surcharge is no longer imposed commercially. The carrier must also notify the GSA Contracting Officer in writing when the fuel surcharge is removed, identifying the end date of the fuel surcharge. In no instance shall the Government be charged a higher fuel surcharge than that imposed commercially.
- (4) Should a carrier not comply with the above terms, the Government may terminate for cause the market(s) for which the carrier failed to comply with the provisions of §C.10. Audits of contract fares will include a review of fuel surcharges. Improperly assessed surcharges on contract fares must be reimbursed to the Government, or, if not, subject to the issuance of an overcharge under §G.3, Audit of Contract Fares.

(End of clause)

#### **L-FSS-59      AWARD (APR 1984)**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

(End of clause)

**(END OF SECTION I)**

## PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### J.1 Attachment 1 – Proposal Checklist

All offerors shall submit an electronic copy via [onthego@gsa.gov](mailto:onthego@gsa.gov) and [kwanita.brown@gsa.gov](mailto:kwanita.brown@gsa.gov) of the completed proposal checklist items listed below. For their records, all offerors are responsible for downloading complete copies of the solicitation, the terms of which are incorporated in the contracts. The technical and pricing proposal (Attachments 4 and 5, Schedule of Items) shall be submitted via the Internet on the City Pair Offer Preparation System (COPS). Attachment 2 provides detailed instructions for submission of the technical and price proposal via the Internet on COPS.

Item	Insert Yes, No or N/A	Agency Use
<a href="#">Standard Form 1449</a> (Blocks 12, 17a, 17b, 30a, 30b and 30c are completed)		
Completed <a href="#">Small Business Subcontracting Plan</a>		
Completed <a href="#">§K.1 Authorized Negotiators</a>		
Completed <a href="#">§K.2 Contact for Contract Administration</a>		
Completed <a href="#">§K.3 Customer Service Point of Contact</a>		
Completed <a href="#">§K.4 Accurate Schedule Information Declaration</a>		
Completed <a href="#">§K.5 Compliance with Veterans Employment Reporting Requirements</a>		
Completed <a href="#">§K.6 Stopovers For Travel Originating Or Terminating Outside The United States</a>		
Completed <a href="#">§K.7 Carriers Under A Code-Sharing Arrangement</a> (Domestic & International Markets)		
Completed <a href="#">§K.8 Air Carrier Quality and Safety</a>		
Completed <a href="#">§K.9 CRAF Certification</a>		
Completed Paragraphs (c) through (o) as applicable of <a href="#">§K.10 52.212-3 Offeror Representations and Certifications – Commercial Items (NOV 2013)</a>  In accordance with the Federal Acquisition Regulation Subpart 4.11 System for Award Management, and, all prospective contractors shall be registered in the System for Award Management (SAM) prior to award of a contract.  In accordance with the Federal Acquisition Regulation Subpart 4.1201 (a) and (b) Representations and Certifications, prospective contractors shall complete electronic annual representations and certifications at SAM accessed via <a href="https://www.acquisition.gov">https://www.acquisition.gov</a> as a part of required registration. In addition, prospective contractors shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.		
Completed carrier's commercial fare classification code structure: Offerors shall submit their bucket/fare class hierarchy listed in relative order of seat availability, beginning with "Y" class, ending with the bucket/fare class that has the lowest seat availability.		
First (1 <sup>st</sup> ) Checked Baggage Fee Waiver ( <b>Note:</b> Applicable <b>only</b> to offerors that provide a waiver). Offeror(s) shall submit on company letterhead its intent to provide a first (1 <sup>st</sup> ) checked baggage fee waiver on all City Pair Program (CPP) contract fares (e.g. YCA, _CA, and _CB fares).		

**J.2 Attachment 2 – COPS Handbook and Offer**



FY16 COPS User  
Handbook.doc

**J.3 Attachment 3 – Sample Subcontracting Plan**



FY16 Subcontracting  
Plan Template.docx

**J.4 Attachment 4 – Group 1 and Extended Markets**



Attachment 4 - FY16  
Group 1 and Extende

Tab 1 – Group 1 Domestic Markets

Tab 2 – Group 1 International Markets

Tab 3 – Group 1 Domestic Extended Connection Markets

Tab 4 – Group 1 International Extended Connection Markets

**J.5 Attachment 5 – Group 2 Markets**



Attachment 5 - FY16  
Group 2 Markets (FIN

Tab 1 – Group 2 Domestic Markets

Tab 2 – Group 2 International Markets

**(End of Section J)**

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

## SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

NAME	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS

### K.2 G-FSS-900-A CONTACT FOR CONTRACT ADMINISTRATION (JAN 1994)

Offerors are required to designate a person(s) to be contacted for prompt contract administration.

#### PRIMARY:

NAME:

TITLE:

ADDRESS:

ZIP CODE:

TELEPHONE NO.

FAX NO.

EMAIL ADDRESS:

#### ALTERNATE:

NAME:

TITLE:

ADDRESS:

ZIP CODE:

TELEPHONE NO.

FAX NO.

EMAIL ADDRESS:

**NOTE: A contract modification is required to change the contact for contract administration.**

### K.3 CUSTOMER SERVICE POINT OF CONTACT

In addition to the contact for contract administration, carriers will provide a point of contact to assist Government travelers with specific carrier issues (name, telephone number, email address and/or web site).

NAME:

TITLE:

ADDRESS:

ZIP CODE:

TELEPHONE NO.

FAX NO.

EMAIL ADDRESS:

WEBSITE:

#### **K.4 ACCURATE SCHEDULE INFORMATION DECLARATION**

The offeror hereby declares that all information submitted with its offer is complete, accurate, and correct to the best of its knowledge and belief.

NAME AND TITLE OF INDIVIDUAL MAKING DECLARATION

\_\_\_\_\_  
NAME (Typed)

\_\_\_\_\_  
TITLE (Typed)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

#### **K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ , has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

#### **K.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATION OUTSIDE THE UNITED STATES**

If the offeror does not specify a greater number of stopovers or a greater number of days in the space designated below, the offeror agrees to allow one (1) free stopover of up to seven (7) days in accordance with this contract provision.

The offeror allows  (must be 1 or greater) stopover(s) for a period of time determined by the Government but not to exceed  (must be 7 days or greater) days.

#### **K.7 CARRIERS UNDER A CODE-SHARING ARRANGEMENT**

The offeror shall list below all airlines providing service over any portion of a market under a code sharing arrangement relative to this offer. DOD approval is required for all offerors and their U.S. air carrier code share partners proposed for service on offered markets, with the following two exceptions. Award may be made to a carrier undergoing the approval process as long as the carrier is not on DOD's list of disapproved air carriers. Award may be made to a carrier that has proposed to serve a market

through a code share partner if the code share partner is undergoing the approval process and is not listed on DOD's list of disapproved carriers.

Carrier Name	Carrier Code	Check if foreign code share	DOD Approved or Undergoing Approval Process? (to use, MUST be 'APPROVED' or 'UNDERGOING APPROVAL')

In international markets only, if the offeror is offering a code share partner(s) by market, the market(s) must be identified in the following format:

Item No.	Origin	Destination	Code Share Partner(s)

## K.8 AIR CARRIER QUALITY AND SAFETY

(a) By checking the box below, the offeror proposing to serve a market through a code share arrangement with a foreign air carrier represents that the offeror has reviewed the foreign carrier's operations and maintenance, and based on that review has determined that the foreign air carrier provides a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice. For purposes of this clause, substantially equivalent means that the foreign air carrier's operations and maintenance function largely, but not wholly, in the same manner as the offeror's operations and maintenance. To be eligible for award on international routes, the offeror must make the representation below if the offeror proposes to provide service through foreign code share air carriers.

[ ] The offeror represents that it has reviewed the operations and maintenance of each foreign code share air carrier to be used by the offeror to provide service under this contract, and based on the review(s) has determined that the foreign air carrier(s) provide(s) a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice.

(b) Prior to contract performance utilizing a code share air carrier, DOD shall review all air carriers proposed as code share partners. If a DOD review of an air carrier proposed as a code share partner has been initiated but is not completed by the beginning date for contract performance, contract performance may proceed unless DOD advises GSA otherwise, in which case GSA may re-award the affected contract line item(s) until such time as DOD approves the code share air carrier(s). The DOD review of U.S. and foreign code share air carriers will be based on the criteria specified in 32 CFR



Subparts 861.4 and 861.6, respectively. The 12 month experience requirement at 32 CFR 861.4(e)(1) as provided in 32 CFR 861.6(b) must be met by foreign code share air carriers by the date of contract award.

(c) At any time during the period of performance, if the servicing carrier (the contract carrier or code share partner) loses DOD approval for any reason related to 32 CFR Part 861, then GSA may re-award the affected contract line item(s) until such time as DOD approval of the servicing carrier is restored.

#### **K.9 CRAF CERTIFICATION**

The offeror hereby certifies that it:

\_\_\_\_\_ has a current CRAF contract, or

\_\_\_\_\_ is currently undergoing the CRAF approval process.

- OR -

\_\_\_\_\_ has a current Letter of CRAF Technical Ineligibility, or

\_\_\_\_\_ has applied for a Letter of CRAF Technical Ineligibility.

#### **K.10 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT**

##### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2015)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone

joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____



[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126).

[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109, 31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(End of provision)

**(END OF SECTION K)**

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 OFFEROR SUBMISSION INSTRUCTIONS

Offerors shall examine and follow all RFP instructions. Failure to comply with the instructions in any way may result in a determination that the proposal is not responsive and will not be further evaluated by the Government.

The due date for submission of **Group 1** offers shall be **Thursday, April 9, 2015 at 4:30 PM EST**. Technical and Price Proposals shall be submitted via the City Pair Offer Preparation System (COPS). In addition, offerors shall submit electronically the [SF1449](#) and items listed in [Attachment 1 Proposal Checklist](#) to the following addresses by the Group 1 due date and time:

[kwanita.brown@gsa.gov](mailto:kwanita.brown@gsa.gov)

[onthego@gsa.gov](mailto:onthego@gsa.gov)

Subject: FY16 City Pair Program Offer (Company Name)

The due date for submission of **Group 2** shall be **Thursday, April 30, 2015 at 4:30 PM EST**. Technical and Price Proposals shall be submitted via the City Pair Offer Preparation System (COPS).

### L.2 SERVICE AVAILABILITY

The evaluation will be conducted based on service effective for the week of July 19 – 25, 2015, and planned service between July 26, 2015 and September 30, 2015. No evaluations will be made for service scheduled to begin on or after October 1, 2015. However, the Government reserves the right to re-solicit and/or evaluate markets after October 1, 2015 in accordance with [§1.2 52.252-4 Alterations in Contract \(APR 1984\)](#).

### L.3 SERVICE IDENTIFICATION AND VERIFICATION

The primary source the Government will use to evaluate the offeror's scheduling information is the data provided by the offeror.

The information submitted by the offeror must be specific, must be in the format specified in the City Pair Offer Preparation System (COPS) Handbook, and shall not include service which does not meet the minimum requirements set forth in this solicitation.

The Government reserves the right to use any reasonable data source to verify service claimed by offerors, including the use of third-party contractors. The Government may rely upon the information provided by the offerors and is under no requirement to verify any service. Upon request of the Government, offerors must be prepared to submit specific backup data (including flight number) to verify the offered service. If the Government or its designee requests that a carrier verify the information presented, a printed time table is not acceptable for purposes of flight verification unless all the requested information is included in the time table. Schedules or timetables that require the contracting office to construct service availability are not acceptable.

Planned service will be evaluated if it will be implemented before October 1, 2015. Service planned to commence on or after October 1, 2015, will not be evaluated. However, the Government reserves the



right to re-solicit and/or evaluate markets after October 1, 2015 in accordance with [§1.2 52.252-4 Alterations in Contract \(APR 1984\)](#).

#### **L.4 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT**

##### **52.212-1 Instructions to Offerors—Commercial Items (APR 2014)**

- (a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - ~~(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;~~
  - ~~(5) Terms of any express warranty;~~
  - (6) Price and any discount terms;
  - ~~(7) "Remit to" address, if different than mailing address;~~
  - (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - ~~(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and~~
  - (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- ~~(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.~~

~~(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.~~

(f) Late submissions, modifications, revisions, and withdrawals of offers.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(i) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest;

accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

~~(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.~~

~~(i) *Availability of requirements documents cited in the solicitation.*~~

~~(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—~~

~~GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407~~

~~Telephone (202) 619-8925  
Facsimile (202) 619-8978.~~

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the

local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

- (k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.
- (l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (MAR 2012)**

- (a) An offeror, other than a small business concern, submitting an offer that exceeds \$650,000 (\$1,500,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial plan.
- (b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial plan can reflect

this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

- (c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:
  - (1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.
  - (2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.
  - (3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.
- (d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:
  - (1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.
  - (2) Consider previous goals and achievements of contractors in the same industry.
  - (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.
  - (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and

service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

- (e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

**52.233-2 SERVICE OF PROTEST (SEPT 2006)**

- (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE – QMACB  
ATTN: CITY PAIR PROGRAM (CPP)  
1800 F Street, NW  
3<sup>rd</sup> Floor, Hub 3400  
Washington, DC 20405

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5) (SEPT 1999)**

- (a) *Deviations to FAR provisions.*
  - (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
  - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.
- (b) *Deviations to GSAR provisions.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) *"Substantially the same as" provisions.* Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

**(END OF SECTION L)**

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 SOLICITATION PROVISION(S) INCORPORATED BY FULL TEXT:

#### 52.212-2 Evaluation—Commercial Items (OCT 2014)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

##### **Group 1 Offers (See §M.3):**

(1) Meet Minimum Requirements

(2) Quality of Service

Subfactor (1) – Timeband/Service Distribution

Subfactor (2) – Average Elapsed Flight Time

Subfactor (3) – Number/Type of Flights

Subfactor (4) – Full Jet vs. Propeller Planes, Turboprops & Regional Jets (RJ's)

(3) Price

For Group 1 offers, technical is more important than price. Award will be made to other than the low priced offer where the technical superiority of that offer outweighs the price differential from the lower priced offers and where the price has been deemed fair and reasonable. As proposals become more equal in technical merit, price becomes more important. The Government reserves the right to conduct discussions. The Government may reject any or all offers if such action is in the public interest.

##### **Group 2 Offers (See §M.4):**

(1) Meets Minimum Requirements

(2) Price

For Group 2 offers, award will be made using a lowest price technically acceptable (LPTA) methodology. Award will be made on a line-item-by-line-item basis to the technically acceptable offeror (meets Factor 1) offering the lowest fare to the Government.

- (b) ~~Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).~~

- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

## **M.2 EVALUATION CRITERIA - GENERAL INFORMATION**

Award will be made on a line-item-by-line-item basis. Each line item has been assigned to one of two evaluation groups. Separate evaluation criteria and methods of award apply for Group 1 and Group 2.

The evaluation will be conducted based on service effective for the week of July 19 – 25, 2015, and planned service between July 26, 2015 and September 30, 2015. After receipt of offers, the Government may consider any service changes submitted in accordance with [§L.4 52.212-1 Instructions to Offerors – Commercial Items \(APR 2014\)](#) or if the Government otherwise becomes aware of any service changes.

The Government may award some or all items without discussions. All awards must be deemed fair and reasonable by the Contracting Officer.

## **M.3 METHOD OF EVALUATION/AWARD FOR GROUP 1**

The CPP Team will evaluate the offers submitted in accordance with the evaluation criteria as set forth in this solicitation.

The Contracting Officer may consult with a Special Board (Board) concerning the point scores and offered fares and other technical questions. The Board will be comprised of personnel working in the area of travel and transportation from GSA, other civilian agencies and the Department of Defense.

### **Evaluation Criteria**

Technical proposals will be evaluated based on the following two factors. These are:

1. Factor 1 - Meet Minimum Requirements; and
2. Factor 2 - Quality of Service

Factor 1, Meet Minimum Requirements: Will be evaluated on a go/no go basis on the minimum requirements stated in Section C that includes [Attachment 4](#) of the Schedule of Items.

Under Factor 1, in calculating whether the minimum requirements are met and in calculating the average elapsed flight time under Factor 2, subfactor 2, nonstop flights count as 2 flights in domestic connecting markets. However, for purposes of Factor 2, subfactors 1 and 3, one nonstop flight shall always count as 1 flight (as shall each direct and connecting flight.)

Under Factor 1, flights departing on or after 11:00 PM and 5:59 AM or earlier do not count towards meeting the minimum on domestic routes, except for flights departing from Alaska and Hawaii, eastbound flights crossing three (3) times zones (including Arizona), and international flights when all time bands count. However, under Factor 2, subfactors 2, 3, and 4, flights departing on or after 11:00 P.M. and 5:59 AM or earlier will be counted.

Flights not meeting the other minimum service requirements specified in this solicitation will not be counted. For example:

1. In a nonstop minimum market, connecting flights will not be counted.



2. In domestic connecting markets, flights with connecting times exceeding 120 minutes will not be counted. In [specific destinations](#) listed in [Attachment 4](#), flights with total connecting times (origin/destination) exceeding 300 minutes and two connecting points will not be counted
3. In international markets, flights with connecting times exceeding 180 minutes will not be counted. In [specific destinations](#) listed in [Attachment 4](#), flights with total connecting times (origin/destination) exceeding 300 minutes and two connecting points will not be counted.

Factor 2, Quality of Service: contains four subfactors. They are:

Subfactor 1 - Timeband/Service Distribution

Subfactor 2 - Average Elapsed Flight Time

Subfactor 3 - Number/Type of Flights

Subfactor 4 – Full Jet vs. Propeller Planes, Turboprops & Regional Jets (RJ's)

Points will be automatically assigned for each line item in Group 1 for subfactors 1, 2, 3, and 4 based on the following point schematic:

**Subfactor 1 – Timeband Service/Distribution**

NON-STOP	All city pairs except west to east crossing 3 time zones											All city pairs west to east crossing 3 time zones										
	6 FLIGHT			4 FLIGHT			3 FLIGHT			1 or 2 FLIGHT		6 FLIGHT			4 FLIGHT			3 FLIGHT			1 or 2 FLIGHT	
Flights Departing	Max Flights	Points total	Max Points	Max Flights	Points total	Max Points	Max Flights	Points total	Max Points	Max Flights	Points total	Max Points	Max Flights	Points total	Max Points	Max Flights	Points total	Max Points	Max Flights	Points total	Max Points	Max Flights
6:00AM - 9:30AM	3	20	60	2	20	40	1	20	20	1	20	20	3	20	60	2	20	40	1	20	20	1
9:31AM - 2:59PM	2	8	16	1	8	8	1	8	8		0	0	2	8	16	1	8	8		0	0	0
03:00PM - 7:00PM	1	20	20	1	20	20	1	20	20	1	20	20		0	0		0	0		0	0	0
7:01PM - 10:59PM		0	0		0	0		0	0		0	0	1	20	20	1	20	20	1	20	20	1
11:00PM - 5:59AM		0	0		0	0		0	0		0	0		0	0		0	0		0	0	0
CONNECT/DIRECT																						
6:00AM - 9:30AM	3	10	30	2	10	20	1	10	10	1	10	10	3	10	30	2	10	20	1	10	10	1
9:31AM - 2:59PM	2	4	8	1	4	4	1	4	4		0	0	2	4	8	1	4	4		0	0	0
03:00PM - 7:00PM	1	10	10	1	10	10	1	10	10	1	10	10		0	0		0	0		0	0	0
7:01PM - 10:59PM		0	0		0	0		0	0		0	0	1	10	10	1	10	10	1	10	10	1
11:00PM - 5:59AM		0	0		0	0		0	0		0	0		0	0		0	0		0	0	0

An ideal distribution has been developed based on the number of flights required to meet the minimum. Service under this subfactor will be measured against the following ideal service distribution and points scored based on the following charts.

The best possible scenario is to have all nonstop flights with the ideal distribution pattern. Therefore, a carrier with nonstop flights in each timeband will receive a more favorable evaluation than a carrier with direct or connecting flights in every timeband.

Distribution points will be scored for both outbound and inbound flights.

FLIGHTS ABOVE THE MINIMUM NUMBER REQUIRED WILL NOT BE COUNTED UNDER THIS SUBFACTOR. However, they will be counted under subfactor 3.

The following maximum possible number of points for this subfactor can only be achieved if the offeror entirely meets the ideal distribution profile:

	<b>NON-STOP SERVICE</b>	<b>DIRECT/ CONNECT SERVICE</b>
6 Flight minimum markets	192	96
4 Flight minimum markets	136	68
3 Flight minimum markets	96	48
1 or 2 Flight minimum markets	80	40
International markets; TIME OF DAY REQUIREMENTS DO NOT APPLY TO INTERNATIONAL FLIGHTS.	40	20

TIME-OF-DAY REQUIREMENTS DO NOT APPLY TO INTERNATIONAL FLIGHTS.

**IDEAL DISTRIBUTION PROFILE:**

	<b>MINIMUM 6 FLIGHTS</b>	<b>MINIMUM 4 FLIGHTS</b>	<b>MINIMUM 3 FLIGHTS</b>	<b>MINIMUM 1 or 2 FLIGHTS</b>
6:00 AM - 9:30 AM DEPARTURE	3	2	1	1
9:31 AM - 2:59 PM DEPARTURE	2	1	1	0
3:00 PM – 7:00 PM DEPARTURE	1 (0 for west to east across 3 time zones)	1 (0 west to east across 3 time zones)	1 (0 west to east across 3 time zones)	1 (0 west to east across 3 time zones)
7:01 PM - 10:59 PM DEPARTURE	0 (1 west to east across 3 time zones)	0 (1 west to east across 3 time zones)	0 (1 west to east across 3 time zones)	0 (1 west to east across 3 time zones)
11:00 PM - 5:59 AM DEPARTURE	0	0	0	0

TIMEBAND/SERVICE DISTRIBUTION POINTS – BASED ON DISTRIBUTION WITH NONSTOP SERVICE.

## **TIMEBAND POINTS - SERVICE WITH DIRECT OR CONNECTING FLIGHTS**

Points for timeband/service distribution for connecting or direct service will be awarded only when a carrier has not reached the maximum points total for the timeband with nonstop service.

For example, in a 6 flight per day market, the ideal distribution includes 3 flights in the 6:00 - 9:30 AM timeband. If a carrier has three outbound nonstop flights in that timeband, it will receive 60 points. No additional points will be awarded for additional outbound flights (nonstop, direct, or connecting) in the 6:00 - 9:30 AM timeband.

However, if a carrier has only one outbound nonstop flight in the 6:00 - 9:30 AM timeband, it can receive points for up to two additional direct or connecting flights in that timeband.

If it has no inbound nonstop flights, it can receive points for up to three connecting or direct flights.

### **Subfactor 2: Average Elapsed Flight Time**

Average elapsed flight time is to be calculated as follows: The minimum number of required flights shall be used. The average of the shortest flights meeting the minimum in each direction will be used. For example, in a market requiring four flights, the average of the four shortest inbound and the four shortest outbound flights will be used. If a carrier meets the minimum with fewer flights (e.g., two nonstop flights in a minimum four connecting flight market), the average of the two nonstop inbound plus the two nonstop outbound flights will be used to calculate the average elapsed flight time.

Points will be assigned based on the number of flights required for the city pair as follows:

<b>Market Type (Minimum Number of Flights)</b>	<b>Shortest Average Elapsed Flight Time (SAEFT) In Mkt</b>	<b>Within 30 mins of SAEFT</b>	<b>31 - 45 mins greater than SAEFT</b>	<b>46 - 60 mins greater than SAEFT</b>	<b>61 - 75 mins greater than SAEFT</b>	<b>76 - 90 mins greater than SAEFT</b>	<b>More than 90 mins greater than SAEFT</b>
Domestic (6)	96	96	72	48	24	12	0
Domestic (4)	68	68	51	34	17	8	0
Domestic (3)	48	48	36	24	12	6	0
Domestic (1 or 2)	40	40	30	20	10	5	0
All International	10	10	7	5	3	2	0

In evaluating connecting or direct service against connecting or direct service, or nonstop against nonstop, flights with a difference in the average elapsed flight time of up to 30 minutes will be considered equal. Because of minimum ground time requirements, in evaluating nonstop service against connecting or direct service, the first 30 minutes of the difference in the average elapsed flight time will be evaluated. An

additional 20 points will be added for any carrier with any nonstop service when compared to a carrier with connecting or direct service.

### Subfactor 3: Total Number and Type of Flights

Points are scored both outbound and inbound and will be calculated based on the chart below. All flights meeting the minimum requirements will be counted under this subfactor. Offerors will receive credit for the highest score possible based on a maximum of 12 outbound and 12 inbound flights per day. For connecting service, only service through valid connect points will be considered.

For [Specific Destinations](#) listed in [Attachment 4](#), connect and direct flights will receive the same point value.

	Nonstop	Direct	Connecting
Each	2.0	1.5	1.0
Maximum Points	24.0	18.0	12.0
For <a href="#">Specific Destinations</a> in Attachment 4:			
Each	2.0	1.0	1.0
Maximum Points	24.0	12.0	12.0

### Subfactor 4: Full Jet vs. Propeller planes, Turboprops, and Regional Jets

Points are scored both outbound and inbound. For each flight meeting the minimum requirements flown with a full jet (as defined in B.2), the offeror shall receive one additional point. For connecting service, both legs must be flown with a full jet to receive credit. A maximum of 12 flights in each direction shall be counted. A maximum of 12 points in each direction (i.e. up to 12 points inbound and 12 points outbound) can be received under this subfactor. For connecting service, only service through valid connect points will be considered.

	Nonstop	Direct*	Connecting*
<b>Full Jet points</b>	1	1	1
<b>Points</b>	12 each direction	12 each direction, origin/destination	12 each direction, origin/destination
<b>Total Points Possible</b>	24	24	24

\*All segments must have full jet service for point credit

#### **M.4 METHOD OF EVALUATION/AWARD FOR GROUP 2**

Award in Group 2 will be made on a line-item-by-line-item basis to the technically acceptable offeror (meets Factor 1) offering the lowest fare to the Government. The Government reserves the right to conduct discussions. All lowest price and technically acceptable awards must also be determined fair and reasonable. The Special Board may be called upon to review certain Group 2 markets, if the Source Selection Authority determines assistance is required for such a determination. The Government may reject any or all offers if such action is in the public interest. Tie bids will be decided by random lot.

#### **M.5 PRICE EVALUATION FOR GROUP 1**

In domestic and international Group 1 markets, the YCA and \_CA fares will be solicited; therefore, the composite fare will be the evaluated price. If no \_CA fare is offered, then the YCA fare is the evaluated price.

In **domestic** markets where both a YCA fare and \_CA fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

$$\text{Composite Fare} = .30 * \text{YCA Fare} + .70 * \text{_CA Fare}$$

In **international markets**, where both a YCA fare and \_CA fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

$$\text{Composite Fare} = .40 * \text{YCA Fare} + .60 * \text{_CA Fare}$$

All composite fares are rounded off to the nearest whole dollar amount. The composite fare is used for evaluation purposes only. The Government reserves the right to use all pricing information in its evaluation.

After the award decision based on offered coach fare(s) has been made, business class fares offered by the proposed awardee will be evaluated for price reasonableness only. Business fares are not part of the award decision for coach service.

#### **COST/TECHNICAL TRADEOFF**

Following the technical evaluation and the price evaluation, a cost/technical tradeoff will be conducted.

In conducting the cost/technical tradeoff, the value of the service offered will be measured against the price and the following price related considerations, in descending order and relative importance:

1. Nonstop service
  - (a) Costs associated with one level of service compared to another will be considered; i.e., the possibility of cost savings resulting from the decreased risk of delayed or canceled flights on nonstop service. Costs associated with non-mechanical delays will be based upon Department of Transportation numbers, relative to overall industry (not carrier specific) on-time-arrival information.
  - (b) Due to the complexity of international travel, the additional value of nonstop service in international markets will be considerably higher than in domestic markets.
  - (c) Nonstop service to or from the following airports (and associated city codes for international markets) has a higher value than nonstop service to other airports (and associated city codes for international markets):

<b>Airport Codes</b>	<b>Airport name/Location</b>	<b>City Codes</b>
ATL	Hartsfield International Airport, Atlanta, GA	ATL
BOS	Gen. Edward Lawrence Logan International Airport, Boston, MA	BOS
BWI	Baltimore Washington International Airport, Baltimore, MD	WAS*
CLE	Cleveland Hopkins International Airport, Cleveland, OH	CLE
CLT	Charlotte - Douglas International Airport, Charlotte, NC	CLT
CVG	Cincinnati North KY International Airport, Cincinnati, OH	CVG
DAL	Dallas- Love Field Airport, Dallas, TX	**
DCA	Ronald Reagan Washington National Airport, Washington, DC	WAS*
DEN	Denver International Airport, Denver, CO	DEN
DFW	Dallas Ft. Worth International Airport, Dallas, TX	DFW***
DTW	Detroit Metro Airport, Wayne City, Detroit, MI	DTW
EWR	Newark International Airport, Newark, NJ	NYC*
GUM	AB WON PAT Airport, Guam Island	GUM
HNL	Honolulu International Airport, Honolulu, HI	HNL
HOU	Hobby Airport, Houston, TX	**
IAD	Dulles International Airport, Washington, DC	WAS*
IAH	Houston Intercontinental Airport, Houston, TX	HOU*
JFK	JFK International Airport- New York, NY	NYC*
LGA	LaGuardia Airport, New York, NY	NYC*
LAS	McCarran International Airport, Las Vegas, NV	LAS
LAX	Los Angeles International Airport, Los Angeles, CA	LAX
MCO	Orlando International Airport, Orlando, FL	MCO
MDW	Chicago Midway Airport, Chicago, IL	**
MEM	Memphis International Airport, Memphis, TN	MEM
MIA	Miami International Airport, Miami, FL	MIA
MSP	Minneapolis - St. Paul International Airport, Minneapolis, MN	MSP
OAK	Oakland International Airport, San Francisco, CA	SFO
ORD	Chicago O'Hare, Chicago, IL	CHI
PDX	Portland International Airport, Portland, OR	PDX
PHL	Philadelphia International Airport, Philadelphia, PA	PHL
PHX	Phoenix Sky Harbor International Airport, Phoenix, AZ	PHX
PIT	Greater Pittsburgh Airport, Pittsburgh, PA	PIT
SEA	Seattle-Tacoma International Airport, Seattle, WA	SEA
SFO	San Francisco International Airport, San Francisco, CA	SFO
SJU	San Juan International Airport, San Juan, PR	SJU
SLC	Salt Lake City International Airport, Salt Lake City, UT	SLC
STL	St. Louis International Airport, St. Louis, MO	STL
TPA	Tampa International Airport, Tampa, FL	TPA

\* Multiple Airport Cities

\*\* Not used for International city pair items

\*\*\* DFW – only Dallas Ft. Worth International Airport

- (d) The possibility for completion of travel in one day and the possibility of maximizing the traveler's workday will be considered; i.e., possible cost savings from lodging, meals and incidental expenses (M&IE) (based on average current lodging and M&IE rates for the two locations specified in the line item). The likelihood of completion of travel in one day

decreases as average elapsed flight time increases. The possible opportunities for cost savings increase with larger differences in available numbers of flights.

## 2. Capacity volume in Group 1 and high volume markets

In Group 1 markets and particularly in high volume markets (A, B and C markets), additional value may be given based on the capacity available (number of seats, cargo capacity, etc.).

## 3. Average elapsed flight time

The average elapsed flight time will be examined to consider the value of the employee's time en route. When examining nonstop service against nonstop service, or direct/connecting service against direct/connecting service, flight differences of up to 30 minutes are considered equal (to account for routine schedule changes, etc.). For example, if the shortest average elapsed flight time for a connecting flight is 181 minutes and another is 221 minutes, the evaluated difference is 10 minutes (Factor 2 Subfactor 2). Each offeror's time will be measured against the offeror with the shortest average elapsed flight time in the market.

When evaluating nonstop service against direct/connecting service, the actual difference in the average elapsed flight time will be considered. For example, if one nonstop flight is 181 minutes and one connecting flight is 221 minutes, the evaluated difference is 40 minutes (Factor 2 Subfactor 2). Each offeror's time will be measured against the offeror with the shortest average elapsed flight time in the market.

## 4. Additional flights

The value for additional flights will be evaluated as follows:

Additional nonstop flights carry more value than additional connecting/direct flights. The value of additional flights increases as average elapsed flight time decreases. For example, additional flights for an airport pair with an average elapsed flight time of 50 minutes is considerably greater than additional flights for an airport pair with an average elapsed flight time of 240 minutes.

The value of additional flights decreases as the total number of flights available increases. For example, the additional value for a third nonstop flight over a second is greater than the additional value of a seventh nonstop flight over a sixth.

The value of additional flights increases as the number of passengers for the market increases. For example, 8 flights per day in a B market are more valuable than 8 flights per day in an F market.

## 5. Full Jet versus Propeller/Turboprop /Regional Jet value

In markets where there are Full Jet and Propeller/Turboprop/Regional Jet (RJ) service differences (e.g. one carrier offers all full jet and another carrier offers service on propeller aircraft (see B.22)), additional value will be given to service on full jet aircraft. As the number of flights and flight times become closer, the relative importance of full jet service increases.

## 6. Baggage Fee Consideration

When evaluating a contract carrier that imposes a first (1<sup>st</sup>) checked baggage fee against a carrier that provides a first (1<sup>st</sup>) checked baggage fee waiver, additional value shall be given to the carrier that provides a first (1<sup>st</sup>) checked baggage fee waiver if the proposed offer is within 2% of the lower priced offer. If an



awarded market is issued on this basis, the contract carrier must maintain the baggage fee waiver for the market during the entire performance period of the contract. If the awarded contract carrier does not maintain the first (1<sup>st</sup>) checked baggage fee waiver during the performance period of the contract, the contract carrier shall provide the Government with written notice a minimum of ten (10) calendar days prior to imposing a first (1<sup>st</sup>) checked baggage fee to the awarded market(s). In such situations, the Government reserves the right to re-evaluate all offers in that market(s) and re-award the market(s).

## **M.6 PRICE EVALUATION FOR GROUP 2**

In domestic and international Group 2 markets, the YCA and \_CA fares will be solicited; therefore, the composite fare will be the evaluated price. If no \_CA fare is offered, then the YCA fare is the evaluated price.

In **domestic** markets where both a YCA fare and \_CA fare are offered, the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

$$\text{Composite Fare} = .30 * \text{YCA Fare} + .70 * \text{_CA Fare}$$

In **international markets**, where both a YCA fare and \_CA fare are offered the price for the line item will be calculated based on the composite fare computed in accordance with the following formula:

$$\text{Composite Fare} = .40 * \text{YCA Fare} + .60 * \text{_CA Fare}$$

All lowest price and technically acceptable awards must also be fair and reasonable. The Government may reject any or all offers if such action is in the public interest.

After the award decision has been made based on offered coach fare(s), business class fares offered by the proposed awardee will be evaluated for price reasonableness only. Business fares are not part of the award decision for coach service.

**(END OF SECTION M)**